

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made at Pune this _____ day of _____, 2017

BETWEEN

M/s. Siddhashila Developers, a partnership firm duly registered under the provisions of the Indian Partnership Act, having its office at: 770/4, “Siddhashila House”, Lane No. 7, Bhandarkar Road, Deccan Gymkhana, Pune 411 004, PAN No. ACKFS 6676 C, through the hands of its Partner **Mr. Pritam Vilas Rathod**, Age: 35 years, Occupation: Agriculture and Business; Hereinafter called as “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its present and future partners and their respective heirs, executors, successors, administrators and assigns)

.... PARTY OF THE FIRST PART.

AND

1. MRS. _____,

Age: - ----**Years**, Occupation: - **Business**,

PAN No.: _____

E-mail Address:-----

2. MR. _____,

Age: - ----**Years**, Occupation: - **Business**,

PAN No.: _____

E-mail Address:-----

No.1 and 2 Both Residing at -----

hereinafter collectively are referred to as “**The Allottees**”, and separately from each other are referred to as “**The Allottee No.1 and Allottee No.2**” (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoter is/are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

.... PARTY OF THE SECOND PART

AND

1. Mr.Vilas Chaganlal Rathod, Age 59 Years, Occupation Agriculture and Business, for self and as manager of his Hindu Joint Family, PAN NO : AASPR 4526 N

Residing at 759/90 A, Shantai Bunglow, Bhandarkar Road, Deccan Gymkhana, Pune 411 004.

2. Mrs.Shubhada Santosh Subhedar, Age 45 Years, Occupation Agriculture and Business, PAN NO : AAAP0 8472 E,

Residing at “Mohor” 127/3A, Aasavari Society, Karve Road, Kothrud, Pune 411 038 through their power of attorney **Mr.Pritam Vilas Rathod**, Age: 34 years, Occupation: Agriculture and Business, partner of **M/s. Siddhashila Developers**. Hereinafter referred to or called as **“THE CONFIRMING PARTY”** (which expression unless repugnant to the context or meaning there of shall mean and include the Confirming Party alone and shall include their heirs, executors, administrators and successors and assigns.)

.... CONFIRMING PARTY

WHEREAS

- A. As per Mutation Entry No.177 Village Punawale, Mr.Daulata Daji Borge expired in the year 1928 leaving behind him, wife Smt.Vithabai, two minor sons namely Master Shankar and Master Dattu and Mr.Eknath Jayram Borge and Mr.Vithoba Jayram Borge as his legal heirs and accordingly name of Shankar Daulata Borge was mutated in revenue record of the property bearing Survey No.34/2 Village Punawale.
- B. As mentioned in Mutation Entry No.354 Village Punawale, Mr.Shankar Namaji Kate was a protected tenant of the property bearing Survey No.34/2 Village Punawale as per the provisions of the Bombay Tenancy and Agricultural Land Act, 1948 and hence name of the aforesaid tenant was mutated in other right column in revenue record of Survey No.34/2 Village Punawale.
- C. As mentioned in Mutation Entry No.367 Village Punawale, Mr.Eknath Jayram Borge expired in the year 1949 leaving behind him his brother Mr.Vithoba Jayram Borge as his legal heir and accordingly name of the aforesaid heir was mutated in revenue record of Survey No.34/2 Village Punawale for the share of the deceased by deleting name of the deceased.
- D. As mentioned in Mutation Entry No.666 Village Punawale shows that, as per the order of the Tahsildar Mulshi passed in the proceedings conducted u/s. 32 (P) of the Bombay Tenancy and Agricultural Land Act, 1948, the tenant Mr.Shankar Namaji Kate has been summarily evicted and accordingly name of the tenant standing in other right column in revenue record of Survey No.34/2 Village Punawale was deleted.
- E. In pursuance of implementation of The Maharashtra Weights and Measurement Act, 1958 and Indian Coinage Act, 1955, Aakarband alongwith Hissa Form No.12 issued by Special District Inspector Land Record, Mutation Entry No.720 Village Punawale was certified on 23/05/1971 and accordingly Area and Aakar of all lands in Village Punawale was converted into Hectares and Rupees. In pursuance of the aforesaid Mutation Entry area of Survey No.34/2 admeasuring 13 Acre 29 Gunthe, Assessment 05 Rupees 06 Aane Village Punawale is converted as Survey No.34/2 admeasuring 05 Hectare 56 Ares Assessment Rs.05.37 Paise and effect of the same was given in revenue record.
- F. As mentioned in Mutation Entry No.1070 Village Punawale, Mr.Dattu Daulata Borge has obtained loan from The Maharashtra State Co-Operative Land Development Bank Limited Mumbai, District Branch Pune against the security of his 04 Aane share in the property bearing Survey No.34/2 Village Punawale hence name of the aforesaid bank was mutated as owner in respect of 04 Aane share and name of original owner

- Mr.Dattu Daulata Borge was mutated in other right column of Survey No.34/2 Village Punawale.
- G. As mentioned in Mutation Entry No.1072 Village Punawale, Mr.Vithoba Jayram Borge expired on 01/06/1980 leaving behind him widow Smt.Rakhamabai, three sons namely Mr.Baban, Mr.Raghunath, Mr.Maruti, four married daughters namely Mrs.Hausabai Ganpat Deshmukh, Mrs.Chandrabhaga Gulab Dangat, Mrs.Indubai Chivaba Sapkal and Mrs.Manda Tukaram Tavre as his legal heirs and accordingly names of the three sons were mutated in revenue record of Survey No.34/2 Village Punawale as owners and possessors and names of widow and four daughters of the deceased were mutated in other right column in respect of 08 Aane share of the deceased in Survey No.34/2 Village Punawale by deleting name of the deceased.
- H. Mr.Baban Vithoba Borge, Mr.Raghunath Vithoba Borge and Mr.Maruti Vithoba Borge got partitioned their Joint Hindu Family properties in pursuance of the order bearing No.E.L/TLG/Watap/1985 dated 12/08/1985 passed by the Tahsildar, Mulshi under the provision of Section 85 of the Maharashtra Land Revenue Code, 1966. As per the said partition the property bearing Survey No.34/2 admeasuring 05 Hectare 56 Are was divided in different four hissass and accordingly Survey No.34/2A admeasuring 02 Hectare 78 Are came to the share of Shankar Daulata Borge therefore his name and name of The Maharashtra Co-operative Land Development Bank was mutated in revenue record of that hissa number, Survey No.34/2B/1 admeasuring 00 Hectare 92.6 Are came to the share of Mr.Baban Vithoba Borge and Survey No.34/2B/2 admeasuring 00 Hectare 92.7 are came to the share of Mr.Raghunath Vithoba Borge, Survey No.34/2B/3 admeasuring 00 Hectare 92.7 Are came to the share of Mr.Maruti Vithoba Borge and effect of the said partition was given in revenue record vide Mutation Entry No.1136 Village Punawale.
- I. As mentioned in Mutation Entry No.1343 Village Punawale, Mr.Dattu Daulata Borge has paid entire loan amount alongwith interest accrued thereon to the Maharashtra State Co-Operative Land Development Bank Limited Mumbai, Paud Branch and accordingly name of original owner Mr.Dattu Daulata Borge was mutated as owner and possessor in respect of 04 Aane share in Survey No.34/2A Village Punawale by deleting name of the aforesaid bank.
- J. By Sale Deed dated 25/02/1991, which is registered in the office of Sub Registrar Joint District Registrar at Serial No.681 (Printed No.736) on 02/05/1991, Mr.Shankarrao Daulatrao Borge, Mrs.Sushilabai Shankarrao Borge, Mr.Vijay Shankarrao Borge, Mr.Dattatraya Daulatrao Borge, Mrs.Vasanti Dattatraya Borge, Mr.Mohan Dattatraya Borge, Mr.Prabhakar Dattatraya Borge and Mr.Avinash Dattatraya Borge sold, conveyed the property bearing Survey No.34/2A admeasuring 02 Hectare 78 Are Village Punawale to Mr.Vilas Chaganlal Rathod, Mrs.Jayshri Sharadchandra Oak and Miss.Shubhada Sharadchandra Oak and accordingly name of Mr.Vilas Chaganlal Rathod was mutated for 08 Aane share, name of Mrs.Jayshri Sharadchandra Oak was mutated for 04 Aane share and name of Miss.Shubhada Sharadchandra Oak was mutated for 04 Aane share in revenue record of Survey No.34/2A Village Punawale as

- owners and possessors thereof by certification of Mutation Entry No.1439 Village Punawale. While certification of the said mutation entry remark of “Kul Kayda 84 C Patra” was noted on the 7/12 Extract of Survey No.34/2A Village Punawale.
- K. As per the Order/Letter bearing No.KJP/SR 132/CR83/1177A/85 dated 04/05/1989, lands were acquired for the purpose of lift irrigation and in pursuance thereof Kami Jast Patra No.2 has been prepared and as per the said Kami Jast Patrak area admeasuring 00 Hectare 43 Are has been shown to be acquired from Survey No.34/2 Village Punawale but effect of the acquisition of the said 00 Hectare 43 Are was given to the Survey No.34/2A Village only by Mutation Entry No.1566 Village Punawale and hence the area of Survey No.34/2A was shown as 02 Hectare 35 Are. Mr.Vilas Chaganlal Rathod and Mrs.Shubhada Santosh Subhedar have filed an appeal against the said Mutation Entry No.1566 Village Punawale before the Sub Divisional Officer Maval, Pune.
- L. On computerization of the revenue record as per Mutation Entry No.2583 Village Punawale Survey No.34/2A admeasuring 02 Hectare 35 Are was renumbered as Survey No.34/2/1 admeasuring 02 Hectare 35 Are.
- M. As mentioned in Mutation Entry No.2846 Village Punawale, as per the order dated 27/11/1995 in the proceedings bearing No.84C/Punawale/7/1995 remark of “Kul kayda 84 C Patra” was removed from the revenue record of Survey No.34/2/1 Village Punawale.
- N. As mentioned in Mutation Entry No.3045 Village Punawale shows that, as per the gazette published by the State of Maharashtra on 30/03/2006 and Marriage Registration Certificate bearing No.MAH/M/Pune/2007/608 dated 23/01/2007 name of Miss.Shubhada Sharadchandra Oak was converted as Mrs.Shubhada Santosh Subhedar and effect of the same has been given in revenue record of Survey No.34/2/1 Village Punawale.
- O. By Gift Deed dated 12/03/2013, which is registered in the office of Sub Registrar Haveli No.1 at Serial No.2286 on 13/03/2013, Mrs.Jayshri Sharadchandra Oak with the consent of Mr.Sharadchandra Madhav Oak has gifted, transferred her 04 Aane share in the property bearing Survey No.34/2/1 Village Punawale to her married daughter Mrs.Shubhada Santosh Subhedar and accordingly name of Mrs.Jayshri Sharadchandra Oak has been deleted from the revenue record of Survey No.34/2/1 Village Punawale by certification of Mutation Entry No.4281 Village Punawale.
- P. By Agreement dated 27/05/2008, which is registered in the office of Sub Registrar Haveli No.1 at Serial No.4560 on 27/05/2008 Executive Engineer of Khadakwasala Irrigation Department, Pune Division has executed an Agreement in favour of Mr.Vilas Chaganlal Rathod for the purpose of changing the existing line of the canal.
- Q. By Development Agreement dated 17/09/2013, which is registered in the office of Sub Registrar Haveli No.22 at Serial No.4705 on 17/09/2013, Mr.Vilas Chaganlal Rathod, Mrs.Shubhada Santosh Subhedar have entrusted the development rights of the property bearing Survey No.34/2/1 Village Punawale in favour of M/s.Siddhashila Developers, a partnership firm representative through its Partner Mr.Pritam Vilas Rathod i.e. the Promoter. In pursuance of the aforesaid Development Agreement,

Mr.Vilas Chaganlal Rathod, Mrs.Shubhada Santosh Subhedar have also executed an Irrevocable Power of Attorney dated 17/09/2013, which is registered in the office Sub Registrar Haveli No.22 at Serial No.4706 on 17/09/2013 and thereby appointed Mr.Pritam Vilas Rathod and Mr.Vilas Chaganlal Rathod, the partners of M/s.Siddhashila Developers as their constituted attorney for smooth completion of the work.

- R. By Possession Receipt dated 10/09/2014, which is registered in the office of Sub Registrar Haveli No.5 at Serial No.7237 on 11/09/2014, Mr.Vilas Chaganlal Rathod and Mrs.Shubhada Santosh Subhedar through their constituted power of attorney M/s.Siddhashila Developers represented through its Partner Mr.Pritam Vilas Rathod has handed over the area admeasuring 1643.12 Sq.Mtrs reserved for the purpose of 18 Meter Wide Road and area admesuring 717.12 Sq.Mtrs reserved for the purpose of 30 Meter Wide Road out of the property bearing Survey No.34/2/1 Village Punawale shown under reservation in the sanctioned development plan for the properties comprised in the Pimpri Chinchwad Municipal Corporation, Pimpri against receipt of the FSI as per rules prescribed in Development Control Rules and accordingly be certification of Mutation Entry No.4593 Village Punawale name of Pimpri Chinchwad Municipal Corporation, Pimpri has been mutated in revenue record of the aforesaid land to the abovementioned reserved area.
- S. All that piece and parcel of well defined and demarcated land bearing Survey No.34/2/1 admeasuring 02 Hectare 35 Are (including the area under 18 Mtrs. Wide Road and 30 Mtrs, Wide Road in Development Plan) Assessed at Rs.01.29 Paise of Village Punawale, Taluka Mulshi, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri, and within the jurisdiction of the Sub Registrar Haveli, Pune.
- T. As per the terms and conditions of the Development Agreement dated 17/09/2013 the Promoter herein has to allot, certain Units/Flats/Shops to the Said Owners/Confirming Party, while such allotment subject flat/shop of this agreement shall not be allotted to the Said Owners/Confirming Party.
- U. As a result of the aforesaid, the Promoter is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development of all those pieces and parcels of land or ground bearing Survey No.34/2/1 admeasuring 02 Hectare 35 Are (including the area under 18 Mtrs. Wide Road and 30 Mtrs. Wide Road in Development Plan) Assessed at Rs.01.29 Paise of Village Punawale, Taluka Mulshi, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri, and within the jurisdiction of the Sub Registrar Haveli, Pune, as per the 7/12 Extract and as per the actual possession admeasuring 02 Hectare 57 Are and more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary line on the plan annexed and marked as **Annexure “1”** hereto, and hereinafter referred to as (**“The Larger Land”**).
- V. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows-
- i) There are no Covenants affecting the Larger Land,;
 - ii) There are no Impediments attached to the Larger Land,;

- iii) There are no tenants / occupants on the Larger Land and nothing is occupied by tenants / occupants on Larger Land; for the Promoter to acquire clear possession of the Larger Land;
 - iv) There is no illegal encroachments on the Larger Land;;
 - v) No permission is required from any Government or Authority which affects the title to the Larger Land;.
 - vi) Details of mortgage or lien or charge on the Larger Land.:- The Promoter has executed Simple Mortgage Agreement dated 01/12/2015 with Housing Development Finance Corporation Limited, HDFC House 1500, University Road, Shivaji Nagar, Pune 411005, by which the sale price and the amounts receivable by the Promoter under this Agreement has been assigned to the said Bank The Promoters are entitled to construct building/s on the Larger Land in accordance with the Recitals hereinabove.
- W. The Promoter is entitled to construct building/s on the Larger Land in accordance with the Recitals hereinabove.
- X. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- Y. The development of the Building/s known as Building “A”, “B” as per sanctioned plan and for the sake of convenience called as “Atira-A” and “Atira-B”, Building “C”, “D” as per sanctioned plan and for the sake of convenience called as “Gaia -A” and “Gaia -B”, Building “J” and the Building “K” (podium which includes Basement + two floor covered parking) in the project known as ‘Eela’ is a phase of the Whole Project (as defined below) and proposed as a “real estate project” by the Promoter and has registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions 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 (“**RERA Rules**”). The Authority has granted registration certificate bearing No.----- dated-----with respect to the real estate project.
- Z. The Allottee/s has/have, prior to the date hereof, been informed by the Promoter about the registration certificate. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Promoter has/have uploaded of all documents and information on the website of the Authority as required by RERA and the RERA Rules and the Allottee/s has/have understood the documents, information, plan/s, measurement, specifications in all respects.
- AA. The principal and material aspects of the development of the Real Estate Project registered under the RERA, are briefly stated below-
- i) Building “A”, “B” as per sanctioned plan and for the sake of convenience called as “Atira-A” and “Atira-B”, Building “C”, “D” as per sanctioned plan and for the sake of convenience called as “Gaia -A” and “Gaia -B”, Building “J” and the Building “K” (K Building includes podium which includes Basement + two floor covered parking).

- ii) The constructions and development of Building “A”, “B” as per sanctioned plan and for the sake of convenience called as “Atira-A” and “Atira-B”, Building “C”, “D” as per sanctioned plan and for the sake of convenience called as “Gaia -A” and “Gaia -B”, Building “J” and the Building “K” (podium which includes Basement + two floor covered parking) are sanctioned by the Pimpri Chinchwad Municipal Corporation, Pimpri, details whereof are provided in terms of **Annexure “2”** (Sanctioned plan dated 31/03/2017 vide CC No.BP/Punawale/16/2017, Parking + 16 Floors).
- iii) As per the amended provisions of The Maharashtra Land Revenue Code, 1966 Non Agricultural permission is not required from the Collectorate with respect to the properties situated in the local limits of municipal corporation but No Objection Certificate for the Occupancy Class of the land and its assessment is required from the Collectorate, Pune and the Collectorate, Pune by its Order bearing No. PCMC/PRH/NOC/SR/07/2015 dated 21/05/2015 is issued with respect to the larger land and the said layout and building plans and also permitted the residential and commercial use of the larger land.
- iv) The Promoter has submitted the proposal for obtaining Environmental Clearance Certificate with the State Level Expert Appraisal Committee, Department of Environment, Mantralay, Mumbai and the same is obtained vide Letter/Order bearing No.SEAC-III-2015/CR-56/TC-3 dated 05/11/2015 issued by State Level Environment Impact Assessment Authority. The Promoter has applied for amendment of the aforesaid Environmental Clearance Certificate and got amended the same vide Letter/Order bearing No.SEAC-2016/C.R.-424/TC-1 dated 03/05/2017 issued by State Level Environment Impact Assessment Authority.
- v) Total average FSI of 25580.1 sq. mtrs. (aproximate) has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI as may be sanctioned and available to it in the construction and development of the Real Estate Project;--
- vi) The common areas, facilities and amenities in the Real Estate Project (Excluding “J” Building) that may be usable by the Allottee/s and are listed in the **Third Schedule** hereunder written (“**Real Estate Project Amenities**”).
- vii) The common areas, facilities and amenities in the Whole Project (Excluding “J” Building) that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written (“**Whole Project Amenities**”).
- viii) Brief General Specifications of items of work for 71 (out of 93) tenements to be received under inclusive housing for LIG in private layouts i.e. in “J” Building of the Real Estate Project that may be usable by the Allottee/s of the said “J” Building are listed in the **Sixth Schedule** hereunder written.

- ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. SIDDHASHILA or in any other name which it or any of its associates has/have right to use or is entitled to use], in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
 - x) The Promoter shall be entitled to form the society with respect to the Real Estate Project of all the Allottes/Purchasers of the premises in the Real Estate Project as are more particularly specified in Clause [17] below. The Promoter shall be entitled to confer the title upon the Society with respect to the Real Estate Project as are more particularly specified in Clause [18] below.
 - xi) A copy of the Commencement Certificate No.BP/Punawale/16/2017 dated 31/03/2017 issued by the Pimpri Chinchwad Municipal Corporation, Pimpri is also furnished herewith at **Annexure “2”** hereto.
- BB. The details in relation to above, along with the annexures to the RERA Certificate are made available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- CC. The principal and material aspects of the development of the Larger Land (“**Whole Project**”) as disclosed by the Promoter are briefly stated below:-
- i) The area admeasuring 02 Hectare 35 Are (As per 7/12 Extract), area admeasuring 02 Hectare 57 Are (As per possession) i.e. 25700 sq. mtrs. of the Larger Land to be developed in a phasewise manner.
 - ii) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land shall be in accordance with applicable law as amended from time to time;
 - iii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. [SIDDHASHILA or in any other name, which it or any of its associates have right to use or is entitled to use], in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
 - iv) The Promoter shall be entitled to confer title of particular Building/s to such Other Societies, as mentioned at Clause [18] below.
 - v) The Promoter shall be entitled to form Apex Body of all the societies comprising the Society and Other Societies in the Whole Project as are more particularly specified in Clause [19] below. The Promoter shall be entitled to confer title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities of the Whole Project, Common facilities to be constructed on the podium/s and other spaces and areas on the Larger Land.

- vi) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the Pimpri Chinchwad Municipal Corporation, Pimpri or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
 - vii) The nature of development of the said Larger Land will be phase wise and may constitute a mixture of users as may be permissible under applicable law from time to time.
 - viii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4 (4) of the RERA Rules.
 - ix) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- DD. The details in relation to above and further aspects of the proposed *future and further development of the Larger Land*, shall be made available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- EE. The Allottee/s/Purchaser/s is/are desirous of purchasing and applied for the allotment of a residential premises bearing **Flat No. ---, 3RHK** in Building No. “ ---- ” **on the ---- Floor in the real estate project** as per sanctioned plan and for the sake of convenience called as “-----” having carpet area admeasuring about ----- **sq. mt. (---- sq. ft.)** (subject to fluctuation of not more than 3%) which does not include enclosed balcony admeasuring ----- **sq. mt. (---- sq. ft.)** and Terrace admeasuring ----- **sq. mt. (---- sq. ft.)** more particularly described in the Second Schedule and hereinafter aforesaid premises is/are referred to or called as “**THE SAID PREMISES**”.
- FF. The Promoter has entered into an Agreement/s with an Architect registered with the Council of Architects.
- GG. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- HH. The Promoter has the right to sell the Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the Premises to receive the sale consideration in respect thereof.
- II. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's

Architects, [Abhikalpan Architects & Planners, Mumbai], and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

- i) Layout and Building Plan sanctioned as per CC/BP/Punawale/07/2015 dated 24/03/2015.
- ii) CC/BP/Punawale/31/2015 dated 16/11/2015.
- iii) CC/BP/Punawale/40/2016 dated 31/10/2016.
- iv) CC/BP/Punawale/16/2017 dated 31/03/2017.
- v) Order bearing No. PCMC/PRH/NOC/SR/07/2015 dated 21/05/2015 issued by the Collectorate, Pune.
- vi) Measurement and Demarcation Certificate bearing No. 1583/2013 dated 18/11/2013.
- vii) Zone Certificate
- viii) Sale Deed dated 25/02/1991 registered in the office Joint District Registrar, Pune at Serial No.681 (Printed No.736) on 02/05/1991.
- ix) Gift Deed dated 12/03/2013 registered in the office of Sub Registrar Haveli No.1 at Serial No.2286 on 13/03/2013.
- x) Agreement dated 27/05/2008 registered in the office of Sub Registrar Haveli No.1 at Serial No.4560 on 27/05/2008.
- xi) Development Agreement dated 17/09/2013 registered in the office of Sub Registrar Haveli No.22 at Serial No.4705 on 17/09/2013.
- xii) Irrevocable Power of Attorney dated 17/09/2013 registered in the office Sub Registrar Haveli No.22 at Serial No.4706 on 17/09/2013.
- xiii) Possession Receipt dated 10/09/2014 registered in the office of Sub Registrar Haveli No.5 at Serial No.7237 on 11/09/2014.
- xiv) The authenticated copies of the 7/12 Extract (Village Form VI-XII) with respect to the Larger Land / the Land, which are annexed and marked as **Annexure “5”** hereto;

- JJ. The authenticated copy of the plan of the Premises is annexed and marked as **Annexure “6”** hereto.
- KK. Copy of the Title Certificate of the Advocate certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure “7”** hereto (“**the said Title Certificate**”).
- LL. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- MM. Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained,
- NN. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- OO. The carpet area of the said Premises as defined under the provisions of RERA, is [-----] square meters.

- PP. 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.
- QQ. The Promoter has accordingly commenced constructions of the said building/s i.e. the real estate project in accordance with the sanctioned plans/s.
- RR. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs. -----/- (Rupees ----- Only) and upon the terms and conditions mentioned in this Agreement (“**Sale Consideration**”) including amounts towards the charges for electricity meter, share application money, legal charges and infrastructure development charges and excluding stamp duty, registration fees, Goods & Service Tax and maintenance amount. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. -----/- (Rupees ----- Only) being part payment of the Sale Consideration of the Said Premises agreed to be sold by the Promoter to the Allottee as an advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge).
- SS. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- TT. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the said Premises [and the garage / covered parking (if applicable)].

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out here in verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the said Building/s “A” & “B” known as “Atira-A” and “Atira – B”, Building “C” & “D” known as “Gaia -A” and “Gaia - B” in the real estate project part of the whole project known as “Eela”, consisting of parking + 16 upper floors, Building “J” consisting of Parking + 12 upper floors and Building “K” consisting of 1 Basement and 2 Parking Floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the Pimpri Chinchwad Municipal Corporation, Pimpri from time to time. The Real Estate Project (excluding Building “J”) shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

3. **PURCHASE OF THE PREMISES AND SALE CONSIDERATION:**
 - A. The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises bearing **Flat No. ----, 3RHK** in Building No. “ --- ” **on the ---- Floor in the real estate project** as per sanctioned plan and for the sake of convenience called as “-----” having carpet area admeasuring about ----- sq. mt. (----- sq. ft.) (subject to fluctuation of not more than 3%) as per RERA, which does not include enclosed balcony admeasuring ----- sq. mt. (----- sq. ft.) and Terrace admeasuring ----- sq. mt. (---- sq. ft.) i.e. the said Premises, as more particularly described in the **Second Schedule** and as shown in the floor plan annexed and marked **Annexure “6”** hereto, at and for the consideration of Rs. -----/- (Rupees ----- Only) (“**the Sale Consideration**”).
 - B. The Allottee has paid before execution of this Agreement, a sum of Rs. - -----/- (Rupees ----- Only) vide Cheque No. ----- dated -----/----/2017, drawn on ----- Bank, ----- Branch, Pune. (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration of Rs. - -----/- (Rupees ----- Only) in the following manner:-
 - (i) Amount of Rs...../-(.....) not exceeding 30% (which does not exceed 20% of the Sale Consideration)of the total consideration) is to be paid to the Promoter after the execution of Agreement and simultaneous with registration of this Agreement under the Registration Act, 1908;
 - (ii) Amount of Rs...../-(.....) not exceeding 45% (which does not exceed 15% of the Sale Consideration)of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - (iii) Amount of Rs...../-(.....) not exceeding 70% (which does not exceed 25% of the Sale Consideration)of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - (iv) Amount of Rs...../-(.....) not exceeding 75% (which does not exceed 5% of the Sale Consideration)of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
 - (v) Amount of Rs...../-(.....) (not exceeding 80% (which does not exceed 5% of the Sale Consideration)of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

- (vi) Amount of Rs...../-(.....) (not exceeding 85% (which does not exceed 5% of the Sale Consideration)of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- (vii) Amount of Rs...../-(.....) (not exceeding 95% (which does not exceed 10% of the Sale Consideration)of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- (viii) The balance amount of Rs. -----/- (Rupees ----- Only), is to be paid to the Promoter against and at the time of handing over of the possession of the Premises to the Allottee on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.
- C. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Services Tax and Cess and/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 said premises.
- D. It is clarified that Sale Consideration shall be payable by the Allottee/s in the Special Bank Account No. ----- maintained with HDFC Bank, -----, ---- branch, IFSC Code: HDFC----- (“the said Account”).
- E. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods & Services Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods & Services Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- F. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect

along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- G. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building “A” “B”, “C” “D”, “J” and “K” is complete and the Occupation Certificate is granted by the Pimpri Chinchwad Municipal Corporation, Pimpri by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3 (G) shall be made at the same rate per square meter as agreed herein.
- H. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Pimpri Chinchwad Municipal Corporation, Pimpri at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the Pimpri Chinchwad Municipal Corporation, Pimpri, the Occupation Certificate in respect of the said Premises.
5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the **Third Schedule** hereunder written. Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it/them and meeting, complying with and fulfilling all its other obligations under this Agreement.
 If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon

at the Interest Rate.

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

6. **FSI, TDR and development potentiality with respect to the said Building “A”, “B”, “C”, “D”, “J” & “K” on the Larger Land:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital AA (v) above and as depicted in the layout plans, proformas and specifications at **Annexure “2”** hereto and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed at Recital [CC] above and as depicted in the layout plans, proformas and specifications at **Annexures “2”** and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

8. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the said Premises to the Allottee/s on or before December 2018 (“**Possession Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
 - (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (c) Any stay order / injunction order issued by any Court of Law, competent authority, statutory authority;
 - (d) Any other circumstances that may be deemed reasonable by the Authority.
 - (e) Delay in grant of any Completion Certificate, Part Completion Certificate/NOC/permission/license/connections for installation of any services such as lifts, electricity, sewage treatment plant, water treatment plant and water connections and electricity meters to the said real estate project/said premises/road or any other NOC or in getting completion certificate from appropriate authority and/or delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the rights of the Promoter to terminate this Agreement as per the terms of this Agreement).
 - (f) Delay caused due to any extra/additional work required to be carried out

in the said premises as per the requirement and cost of the Allottee/s.

- (g) In case of any litigation by any person affecting the construction and/or development work on the said larger land due to any injunctive order passed therein restraining the Promoter from carrying construction and/or development work upon the said larger land.

In all the above stated events the period of possession will automatically stand extended and the Allottee/s does/do hereby agree to the same.

9. If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause [8(i) above] inter-alia, then the Allottee/s shall be entitled to either of the following :-

- (i) (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (“**the Interest Rate**”), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**

- (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“**Interest Rate**”) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (ii) In case if the Allottee elects his remedy under sub-clause (i) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (i) (b) above.

- (iii) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

Provided that in case the State Bank of India Marginal Cost of Lending

Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

- (iv) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause [ii (a) and (b) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to at his/her/its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (“**Promoter Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 20% of the total sale consideration amount (“**Forfeiture Amount**”) as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper without registration of any formal Deed of Cancellation by the Allottee/s in favour of the Promoter.

Without prejudice to anything written hereinabove the Purchaser/s herein irrevocably nominate, constitute and appoint 1. Mr.Pritam Vilas Rathod and 2. Mr.Vilas Chaganlal Rathod, jointly or severally, who are the partners of the Promoter, as the constituted attorney to execute and register the Deed of Cancellation or any other document as may required to cancel this transaction in law if required and on termination of this agreement as aforesaid. By executing these presents the Allottee/s, his/her/their heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by

virtue of the present clause. In pursuance of appointment of constituted attorney as aforesaid by the Allottee/s, for the aforesaid purpose, the additional stamp of rupees five hundred is paid herewith by the Allottee/ for this instrument under The Maharashtra Stamp Act, 1958 for cancellation of this agreement.

10. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee/s and are listed in the **Third Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises (Excluding the said premises of “J” Building) that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written.
11. **Procedure for taking possession:**
 - (i) Upon obtainment of the Occupancy Certificate from the Pimpri Chinchwad Municipal Corporation, Pimpri and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (“**Possession Notice**”). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
 - (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.
 - (iii) Upon receiving the Possession Notice from the Promoter as per Clause [11(i)] above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in Clause [11(ii)] above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
 - (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the Pimpri Chinchwad Municipal Corporation, Pimpri or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be

determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. 5,000/- [to be incorporated]/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

12. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building "A", "B", "C", "D" "J" & "K" or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his/her/its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other Allottee/s in the Real Estate Project.
13. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of [residential/commercial etc.]. The Allottee/s shall use the car parking space only for purpose of parking vehicle.
14. **SPECIFIC CONSENT BY THE ALLOTTEES/PURCHASER/S:-**
 - 14.1 The Promoter has explained to the Allottees/Purchaser/s and the Allottees/Purchaser/s has/have well understood the vision and planning of the Promoter regarding the Real Estate Project as well as the Whole Project. The Promoter has also disclosed the Allottees/Purchaser/s the phase wise development and acquisition of additional lands for amalgamating the same with the larger land to increase the area of the whole project. The Allottees/Purchaser/s is/are also aware that the common amenities, facilities agreed to be provided are common for the whole project "EELA". The Promoter shall be entitled to amalgamate the additional land which may be acquired by the Promoter hereafter with the LARGER LAND by revising the layout in any manner as per the sole discretion of the Promoter. The Promoter shall also be entitled to sell and/or otherwise dispose of the flats/units/premises/offices/shops in building/s to be constructed on larger land and amalgamated land. The Allottees/Purchaser/s has/have well understood the vision and planning of the Promoter for the Real Estate Project as well as Whole Project and the Allottees/Purchaser/s does hereby gives his/her/their irrevocable consent for carrying out such alteration, modifications, in the layout and building plans as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the local authority,

- planning authority, competent authority or Government or any officer of any local authority which will not adversely affect the said premises.
- 14.2 The Promoter/s shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the larger land for the construction of any building/s or part thereof in the Real Estate Project as well as whole project. The Allotees/Purchaser/s hereby gives his/her/their specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building/s regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the whole project/larger land for carrying out any permissible construction in the Real Estate Project as well as in the said whole project.
 - 14.3 The Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said premises/unit hereby agreed to be sold.
 - 14.4 It is specifically agreed by the Allotees/Purchaser/s that if such consent is formally and in writing required by the Promoter for maximum exploitation of the larger land and adjacent land and for utilizing entire development potentiality of the larger land and adjacent lands, as well as for getting maximum benefits out of the same then in that event the Allotees/Purchaser/s shall not withhold or refuse such consent/permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.
 - 14.5 If any portion of the larger land is required for the purpose of road widening or D.P. Road, FSI generated out of amenity space or any reservation then the concerned authorities may pay the compensation in the form of additional FSI or TDR for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI or TDR on the larger land or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building/s or extension of any of the building/s or addition of floors on any building/s in the whole project as per the approved sanctioned plan/s by the concerned development authority. The Allotees/Purchaser/s has/have hereby given his/her/their irrevocable consent for the same and for the revision of the layout and the building/s plans of the whole project. The Allotees/Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI or TDR to any intending Allotees/Purchaser/s of its choice for consideration, who will be admitted as the member of the concerned society/apartment condominium without payment of any premium or transfer fees to the Society. If the concerned authorities or the local authority refuses to grant such compensatory FSI or TDR, then the Promoter shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the conveyance in favour of the Apex Body.
 - 14.6 In the event of Promoter revising the layout with or without addition of land allottees/purchaser/s gives his/her/their irrevocable consent for such revision and overall addition or reduction to larger land, amenity space, Open space areas and change of location for amenity space, Open space etc. as the case may be.

- 14.7 In the event of grant of additional FSI/FAR/TDR by the competent authority/ local authority/planning authority as a result of including but not limited to addition of extra land to larger land, increase in FSI /FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR/TDR on the larger land or part thereof either by way of construction of new building/s or addition of new structure or extension of any of the building/s/ in the whole project. The Allottees/Purchaser/s has/have hereby given his/her/their irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR/TDR by way of construction of new building, structure or extension of any of the existing building/s and/or addition of floors on the existing building/s.
15. **AUTHORIZATION BY THE ALLOTTEES/PURCHASERS:-**
- 15.1 The Allottees/Purchaser/s hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottees/Purchaser/s to execute any document, letter etc. thereby permitting the Promoter to add /amalgamate the additional land in the larger land, to utilize balance or additional FSI/FAR/TDR in respect of the larger land or amalgamated lands and for the said purpose to revise the layout and building plans of the whole project from time to time, to avail of any benefits, to obtain FSI for open space, amenity space, road widening and get the building plan for open space, amenity space sanctioned, to give consent for mortgage of the larger land or part/s thereof by the Promoter, to give consent to the draft of bye laws of the society/Apex Body, to register the required documents for the said purpose, and generally to do all acts, deeds and things by signature or otherwise for carrying out the said project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter regarding the whole project.
- 15.2 The Allottees/Purchaser/s has/have hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the larger land and adjacent lands and to submit the same to the requisite authorities and obtain their sanction, to revise the plans from time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottees/Purchaser/s liable for any costs. It is made clear that no other specific permission/authority is required from the said Allottees/Purchaser/member societies for this purpose.
- 15.3 The Allottees/Purchaser/s also hereby authorizes the Promoter to utilize and take access from the marginal open spaces of the said building/s, to take connections, extensions of water, electricity, sewage or drainage lines and other facilities for the other building/s, of the whole project as and when the Promoter requires to do so for carrying out further development and construction.
- 15.4 The Allottees/Purchaser/s hereby irrevocably authorizes the Promoter to represent him/her/them, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the

Promoter in this regard shall be binding on the Allottees/Purchaser/s. The Promoter may till the execution of the final conveyance represent the Allottees/Purchaser/s by signature or otherwise, to do all the necessary things/acts in all the departments of the local/competent authority, Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSED Co. Ltd., etc. and the same shall stand ratified and confirmed by the Allottees/Purchaser/s herein.

- 15.5 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, antennas for WIFI services, hoarding/s on the top terrace of the said building/s of the whole project or in the Common areas, amenities and facilities at its/their discretion and commercially exploit the same to its/their sole benefit. The Allottees/Purchaser/s covenant that he/she/they shall confirm the same and declare that he/she/they shall not raise any dispute regarding the same. The Allottees/Purchaser/s consent that the Promoter shall retain with itself all the hoarding rights to display hoarding/s on the top terrace of the building/s and in the Common areas, amenities and facilities and in the compound either by itself/themselves or through its/their nominee or nominees as the case may be. The Promoter shall be at absolute liberty to allot the said right to such person/s in the manner it/they deem fit and proper. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottees/Purchaser/s, the Allottees/ Purchaser/s shall not be entitled to the benefit of such rights.

16. **COVENANTS AND UNDERTAKINGS BY THE PURCHASER/S :-**

- 16.1 The Purchaser/s shall be entitled to sell the said premises to any person of his/her/their choice, during construction stage of the said premises and the Promoter on prior written request in prescribed form, will issue in his/her/their favor necessary No Objection Certificate to that effect and shall also co-operate with the Purchaser/s in that regard, provided, (i) the Purchaser makes timely payment of the consideration amount and pays entire consideration amount to the Promoter before selling the said premises; (ii) the subsequent Purchaser of the said premises absolutely consents to abide by all the terms and conditions of this Agreement.
- 16.2 If the Purchaser/s after formation of the said Society but before execution and registration of the conveyance intends to assign his/her/their rights in respect of the said premises, he/she/they shall take No Objection Certificate from the said Society and the Promoter.
- 16.3 If the Purchaser/s after the execution and registration of the conveyance in favour of the said Society intends to assign his/her/their rights in respect of the said premises, he/she/they shall take No Objection only of the said Society by complying with necessary legal formalities.
17. **Formation of the Society and Other Societies:**
- (i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottee/s, the Promoter shall submit separate application/s to the competent authority/ies to form co-operative housing society/ies to comprise solely of the Allottee/s and other Allottee/s of units/premises in the said Building Building “A” & “B”, “C” & “D” and “J” under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA

and the RERA Rules. It is clarified that there shall be separate society for Building “A” & “B”, for Building “C” & “D” and for Building “J”.

- (ii) The Allottee/s shall, along with other Allottee/s of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the Allottee/s of the premises in the Real Estate Project alone shall be joined as members (“**the Society**”).
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society/is shall admit all Allottee/s and/or purchasers of flats/units and premises in the said Building “A” & “B”, “C” & “D” and “J” as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.
- (vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Upon 51% of Allottee/s of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project/s, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.
- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any

documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same.

18. **Conveyance to the Society and Other Societies:**

- (i) On or before June 2019 or within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, whichever is later, the Real Estate Project with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be conveyed to the Society vide a registered indenture of conveyance to the Society (“**Society Conveyance**”). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

19. **Formation of the Apex Body:**

- (i) Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

20. **Conveyance of the Larger Land to the Apex Body:**

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body (“**Apex Body Conveyance**”).
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and

taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

21. The Allottee/s shall, before delivery of possession of the said Premises in accordance with Clause 8(i) above, deposit the following amounts with the Promoter,-
Rs.2,50,000/- for 3 RHK and 3 RHK+Garden, Rs. 2,00,000/- for 2 RHK (C+Garden), 2 RHK (P+Garden) and 2 RHK (P++), Rs.1,75,000/- for 2 RHK Premium and 2RHK Premium+, Rs. 1,50,000/- for 2 RHK Classic , 2RHK Classic+ and 1 RHK (SP), Rs.1,25,000/- for 1 RHK and Rs.1,00,000/- for 1 RK Premises/Tenement as maintenance deposit along with GST, if any as applicable on the date of demand raised.
22. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.
23. **Representations and Warranties of the Promoter:**
The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate -
 - (i) The said owners/confirming party has clear and marketable title with respect to the Larger Land and the Promoter has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the Whole Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate

- Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
 - (iv) The said owners/confirming parties had filed an RTS Appeal bearing No.RTS/2/Appeal/116/2016 before Hon'ble District Collector, Pune for correction of area in the 7/12 Extract of the said larger land and the said appeal has been partly allowed vide an Order dated 14/07/2017 and the matter is remanded to the Tahsildar Mulshi for correction of the area as per Section 155 of MLRC. There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, cess and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.
24. The Allottee/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any

portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
 - (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
 - (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
 - (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
 - (xi) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building “A”, “B”, “C”, “D” “J” & “K” and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - (xii) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
 - (xiii) Till the Apex Body Conveyance is executed in favour of the Apex Body, the Allottee/s 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 Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
25. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on

account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

27. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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/s who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of Housing Development Finance Corporation Limited. HDFC House.

28. **Binding Effect:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

29. **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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said premises/apartment/plot/building, as the case may be.

30. **Right to Amend:**
 This Agreement may only be amended through written consent of the Parties.
31. **Provisions of this Agreement applicable to Allottee/subsequent allottees:**
 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.
32. **Severability:**
 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
33. **Method of calculation of proportionate share:**
 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 said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.
34. **Further Assurances:**
 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
35. **Place of Execution:**
 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in City of Pune, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.
36. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
37. **NOTICES:-**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

MR. _____

MRS. _____

_____, _____

Notified Email ID: _____;

M/s. Siddhashila Developers, 770/4, “Siddhashila House”, Lane No. 7, Bhandarkar Road, Deccan Gymkhana, Pune 411 004,

Notified Email ID: _____

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

38. **THE NAME OF THE SAID PROJECT:-**

The Promoter has named the said project as “**EELA**” preceded by the word “**SIDDHASHILA**”. The said name has been specifically selected by the Promoter considering the features and location of the said project and the Allottee/s and/or Purchaser/s or/and said society shall never change or alter the same for any reason whatsoever.

39. **CONSENT BY THE CONFIRMING PARTY:**

The Confirming Party herein being the Owners of said larger land have given their consent and confirmation to this agreement, subject to the terms and conditions of the Development Agreement as aforesaid, without receiving any additional consideration whatsoever than stated in the said Development Agreement. The Consenting Party hereby agree and confirm the sale of the said premises as per this Agreement in favour of the Allottee/s. The Consenting Party also hereby agree to execute and register the Deed of Conveyance of the said larger land or its portion, their respective rights, title or interest in the said larger land or any part thereof in favour of the Promoter and / or their nominees being the society or otherwise as may be lawfully required by the Promoter.

40. **DECLARATION BY PARTIES :**

40.1 It is hereby confirmed and understood by the parties that furniture lay-out, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample units, web site, video & other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter.

40.2 The Allottee/s is/are aware that the perspectives/ Elevation plans shown on the plans (approved by Pimpri Chinchwad Municipal Corporation, Pimpri)

and/or in brochures are tentative and are likely to undergo change in course of construction. The Purchaser/s will have no objections/complaints whatsoever on that account.

- 40.3 The Parties hereto have carefully read and understood all the contents of this Agreement along with all the Schedules and Annexures hereof and also got the same understood in their vernacular language and also got understood from their Advocate/s and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.
- 40.4 The titles and headings given for the clauses in this agreement are for convenience only and the same shall not be considered a part of or affect the construction or interpretation of any provision or term or condition of this agreement.
41. **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.
42. **Stamp Duty and Registration Charges:**
 The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee/s alone.
43. **TAX DEDUCTED AT SOURCE:**
 Provided that, any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Purchaser/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.
 Provided further, that at the time of handing over the possession of the said flat if such Certificate of TDS is not produced to the Promoter, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoter and which deposit shall be refunded by the Promoter on the Purchaser/s producing/furnishing such certificate within 4 (four) months of the possession of the said flat being handed over after obtaining completion certificate. Provided further that in case the Purchaser/s fail/s to produce such TDS certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser/s.
44. **Dispute Resolution:**
 Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.
45. **Governing Law:**
 This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Pune City,

and the Courts of Law in Pune will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

46. **CALCULATION OF STAMP DUTY:-**

	Location:-	Division 22 Sub Division 5 (Punawale Survey No.34)
	Prescribed Rate	Rs. 45,380/- per sq. mtrs.
	Valuation	
i)	Said Premises/Flat	Rs. -----/- (Built up)
ii)	Enclosed Balcony	Rs. -----/-
iii)	Adjacent Terrace	Rs. -----/-
iv)	Parking Covered	Rs. -----/-
	Total Value i) + ii + iii) +iv)	Rs. -----/-
	Agreed Value	Rs. -----/-
	Stamp Duty	Rs. -----/-

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

SIGNED AND DELIVERED

By the within named the Owner

M/s. Siddhashila Developers

through its Partner

MR. PRITAM VILAS RATHOD

Signed and Delivered

By the within named the Allottees/Purchasers

1. MR. -----

2. MRS. -----

SIGNED, SEALED AND DELIVERED

by the within named Confirming Party

Mr.Vilas Chaganlal Rathod, Mrs.Shubhada

Santosh Subhedar through their power of

attorney **Mr. Pritam Vilas Rathod**, Partner

of **M/s. Siddhashila Developers**,

IN THE PRESENCE OF

1. NAME: - _____
ADDRESS: - _____
SIGN:-
2. NAME: - _____
ADDRESS: - _____
SIGN:-

FIRST SCHEDULE

(Description of the said Larger Land)

All that piece and parcel of the property bearing Survey No.34/2/1 admeasuring 02 Hectare 35 Are, Assessment Rs.01.29 Paise as per 7/12 Extract including area admeasuring 1643.12 Sq.Mtrs reserved for the purpose of 18 Meter Wide Road and area admesuring 717.12 Sq. Mtrs reserved for the purpose of 30 Meter Wide Road (02 Hectare 57 Are as per possession) situated at Village Punawale, within the Registration District-Pune, Sub-Registration District- Haveli, Taluka Mulshi within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri and the same is bounded as follows:-

On or towards East : By Marunji Road
On or towards South : By Survey No.28
On or towards West : By part of Survey No.34/2
On or towards North : By part of Survey No.34/1

Alongwith right to use FSI or TDR as permitted by the Pimpri Chinchwad Municipal Corporation Pimpri, from time to time.

SECOND SCHEDULE

(Description of the Said Premises)

Project Name	:	EELA, PUNAWALE
Location		said land described in the First Schedule, situated at Village-Punawale, Taluka Mulshi, District Pune within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri.
The said Premises/Flat	:	----
Floor/s	:	----
Type	:	--RHK
Building	:	Building “----” as per sanctioned plan and for the sake of convenience called as “ ---- ”
Carpet Area	:	----- sq. mt. (----- sq. ft.)
Enclosed Balcony Area	:	----- sq. mt. (----- sq. ft.)
Adjacent Terrace	:	----- sq. mt. (----- sq. ft.)

- Exclusive right to use Covered Car Parking admeasuring -----Sq. Mtrs. (----- Sq. ft.) Has been given to the Allottee/s. (which is not part of said premises)

THIRD SCHEDULE

Description of the Common Areas, Facilities & Amenities for Building “A”, “B”, “C”, and “D” only of the real estate project.

a. Common Areas and Facilities:

1. The Earthquake Resistant all structures and main walls of the building
2. Staircase, common passage in the building, which have been proportionately charges.
3. Lifts and Service ducts for the buildings/apartments along with Common area Generator back up.
4. Common drainage, water and electrical wiring and meter boards.
5. Common underground water storage tanks and overhead water storages and plumbing, machinery, pumps etc.
6. Gardens, open lawns.
7. Transformer, Fidler Pillar if any.

b. Limited Common areas and facilities:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Stilt floor units shall be entitled to exclusive use of open space adjoining to them respectively and also as shown in the plan annexed hereto.
3. Terraces adjacent to the terrace flats shall exclusively belong to such respective premises if so specifically allotted by the Promoter.
4. Other exclusive and limited common areas and facilities as mentioned in the body of this agreement.
5. Passages and toilets/W.C.s which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their limited common use only.
6. Visitor’s Car Parking.

FOURTH SCHEDULE

Details of the Common Areas, Facilities & Amenities on the Said Larger Land (Excluding Building “J”)

- A. Reinforced Cement concrete structure (RCC)
Earthquake Resistance All Structure
- B. **BRICK WORK**
 - AAC Blocks / Red Bricks
- C. **PLASTER**
 - External Walls double coated sand faced finish plaster
- D. **OTHERS**
 - Anti – termite treatment
 - Fire fighting equipments
 - Letter box for each flat
 - Internal Roads
 - Decorative compound wall with security features
 - Designer Main Entry gate/ boom barriers with watchman’s cabin.
 - Decorative entrance lobby on each wing.

- Garbage chutes
- Separate sanitation facilities for chauffeurs.
- Light reflecter signages for car flow and parking
- Solar water Heater at master bedroom.
- Organic waste converter for entire project.
- Compound walls, fencing and entrance gates.

E. RAIN WATER HARVESTING

- Rainwater harvesting for eco-friendly usage.

F. SEWAGE TREATMENT

- Sewage treatment plant for entire project with ability to reuse the water for landscaping, flushing etc.
- Water softening and purification plant for bore well.

G. CLUB HOUSE

- Full equipped state of the art gymnasium
- Banquet facility / multi facility function hall
- Air conditioned club house.

H. CAR PARKING

- Car parking for allottees
- Visitor's car parking area.

Amenities

- Driver's rest area
- 2nd Level Landscape Podium with Vehicle Free zone
- Visitor's arena - entrance lobby and waiting.
- Common car washing area
- Library
- Indoor games
- Society maintenance office
- Rain Water harvesting
- Emergency Panic Switch in common Passages
- Beautiful design landscaping
- Surveillance cameras for common areas
- Grand entrance lobbies
- Jogging track
- Well lit Swimming pool and Jacuzzi with deck and water feature wall
- Toddlers play area
- Handicap Friendly podium
- Premium automatic elevators
- Pick up and Drop area
- Half basket ball court
- Lawn Tennis court
- Gas bank

- Leisure area with acupressure walk
- Open party lawn
- Yoga and meditation activity area
- Waterbody / fountain at podium
- Connecting bridge towards podium at each wing.
- Rest station with seating area
- Trellis deck
- Skating rink with open lawn mound
- Decorative pergola at podium
- Aroma garden
- Herbal garden
- Senior citizen area
- Featured sculpture
- Mini Amphitheatre
- Lawn with net cricket pitch
- Colourful vibrant floral garden

FIFTH SCHEDULE

The internal Fitting and Fixtures in the Said Premises of Building “A”, “B”, “C”, and “D” only of the real estate project.

A. PLUMBING

- Concealed plumbing with high quality CPVC and UPVC pipes – flexible piping
- Single/double lever C.P. Fittings / equivalent S.S. fittings
- Arrangement for washing machine in dry balcony

B. LIVING ROOM

- Video door phone
- Elegant main door

C. KITCHEN

- Meticulous and modern kitchen layout
- Premium Granite kitchen platform
- Ceramic tiles up to 2 ft height above Kitchen Platform
- Marble / granite window sill
- Stainless steel sink
- LPG reticulated pipe systems.

D. BATHROOMS

- Well designed toilets for best space utilization
- Decorative premium wall / floor tiles
- Granite Jambs for door / window openings
- High Quality sanitary ware
- Louvers aluminum windows with Glass
- Wall hung premium EWC with soft close cover
- Concealed flush valves

E. PAINT

- Crack – resistant, weather proof, superior external paint
- Internal walls with oil bound distemper paint

F. TERRACES

- Ceramic Tiles for all terraces flooring.
- Designer M.S railings

G. ELECTRIFICATION

- UPS facility/ provisions at each apartment.
- Concealed copper wiring with circuit breakers
- Adequate electrical points along with premium quality modular switches.
- Shuttered plug socket to avoid accidental contact
- Provision for water purifier or RO and exhaust fan in kitchen
- Provision for washing machine in dry balcony
- Genset back-up for common areas & lifts
- Split A/C provision in Room1, Room2, Room 3
- Broadband provision in each flat
- Provision for water heater and exhaust fan in bathroom

H. DOORS & WINDOWS

- Internal laminated flush doors with premium fixtures
- Teak Wood / Plywood door frames
- Powder coated sliding doors & windows with mosquito mesh and with m. s. designer grills.
- Elegant fittings for door and windows.

I. SECURITY

- Video door phone
- Internal Designer m. s. grills

J. PLASTER

- External Walls double coated sand faced finish plaster
- Internal walls with superfine with gypsum finish plaster

SIXTH SCHEDULE

Brief General Specifications of Items of work or tenements to be received under Inclusive Housing for LIG in Private Layout/s i.e. for building “J” of the real estate project.

- **Foundation** : Open/Pile foundation with R.C.C Footing (M30)
- **R.C.C. Fram Work** : Includes Plinth Beam, Columns, Beams & Slabs, Steps & Staircase, Pardi, Chajjas, Underground/Overhead tank
- **Brick Work/Cement Concrete Blocks** : Second class brick work in CM 1:6/ Cement Concrete blocks/AAC blocks
- **Plaster** : Cement Plaster i) Internal - 12 mm in CM 1:5 and ii) External - 25 mm Sand Face Plaster in CM 1:4 (two coats) with water proofing compound
- **Water Proofing** : Water Proofing with BB Coba in sunk portion of WC and Bath, below Kitchen sink and terrace, box type water proofing in UG tank
- **Flooring** : i) Vitrified Tiles 60 x 60 cm on floor, skirting 10 cm height. ii) Glazed Tiles(anti skid) for bathroom and WC (dado full height in WC and for bathroom.
- **Plumbing** : Open GI pipes with one coat of Anti-corrosive and two coats of enamel oil paint (Open) & below ground GI Pipes. Chromium stainless steel fittings.
- **Painting** : i) Acrylic Water proof cement paint 2 coats with base coat of primer. ii) Internal - Oil bound Distemper 2 coats with primer coat.

- **Sanitary :** U-PVC Soil / rain water pipes
- **WC :** White Glazed Earthenware Orissa type WC pand 600 X 400 mm with flushing tank.
- **Wash Basin :** 55 X 14 Glazed Ceramic wash basin
- **Kitchen Platform :** Granite Kitchen Platform with dado full height with stainless steel sink.
- **Electrification :** Open wiring with casing and capping.
- **Lift :** 10 Nos. Passenger lift having stainless steel body and speed 1.5 mtrs/sec. (Operation VVVF drive)
- **Doors :** i) Entrance - 35 mm Solid core flush door with TW frame. ii) Bedroom – 30 mm Solid core flush door with TW frame. iii) Bathroom and WC- FRP/PVC shutters with granite frame with brass chromium plated fittings.
- **Windows :** 2/3 track Aluminum sliding windows with box type MS Grill and Sill of Green marble.
- **Fire Extinguisher :** Approved Brand as per Chief fire officer's specification.
- **Sewage Treatment Plant :** AS per design and approval of Local planning authority.
- **Rainwater harvesting :** AS per design and approval of Local planning authority.
- **Solar System :** AS per design and approval of Local planning authority.