

APPLICATION FOR ALLOTMENT OF APARTMENT

To,

M/s. **KUSHAL ADIRAJ ASSOCIATES**
Ambethan Chowk, above ICICI Bank,
Post Chakan, Taluka Khed,
District Pune - 410501,

Dear Sir,

I/We request that I/We may please be allotted a Residential Apartment in Kushal Swarnali Plot – 4 situated at Gat No. 67/4, Village Kharabwadi, Tal. Khed. Dist Pune. I/We agree to abide by the Terms & Conditions of allotment as contained in this application form and any further amendments/ additions that may be made by you from time to time.

I/We agree to sign and execute, as and when intimated by you, the Agreement to Sellof the Apartment as per the format and I/We agree to abide by the terms and conditions contained therein.

I/We enclose herewith Cheque/Bank Draft No. :_____ dt: _____ for _____ ` (Rupees _____ Only) drawn on Bank in your favour, towards my/our booking / earnest money.

1. Name of the Applicant : (IN BLOCK LETTERS)_____
2. Father's / Husband's Name : _____
3. Permanent Address :
4. Mailing Address :
5. Date of Birth :
6. Age : _____, 7. Occupation :
8. Phone Nos. Office : _____ 9. Residence: _____
10. Mobile : 11. Mail ID: _____
12. PAN: _____ 13. Aadhar Card No. _____
14. Residential Status. : Resident / Non Resident

DETAILS OF APARTMENT :

Wing - ____ ApartmentNo. _____ Floor (_____) Carpet Area _____ Sq.mtrs. Terrace Carpet Area _____ Sq.mtrs. , enclosed balcony Carpet Area _____ Sq.mtrs., Utility Carpet Area _____ Sq.mtrs., Parking Area _____ Sq.mtrs.

DECLARATION

I/We hereby solemnly declare that the above particulars given by me / us are true to the best of my / our knowledge and belief. I/We shall furnish any additional information(s) if required. In the event of any delay on my / our part to furnish any particulars desired by you, it shall be within your discretion to reject my/our application. You have no obligation or liability to allot me/us aApartment. In the matter of any doubt or difficulty arising out of interpretation of terms and conditions, I/We shall abide by your decision and it shall be final and binding on me/us. I/We further agree to pay the balance payment in accordance with your schedule of installment. I/We further understand that the timely payment is the essence of transaction and accordingly we will abide by the payment plan. I/We am/are aware of the contents relating to the terms and conditions of allotment in detail and hereby agree to abide fully by those.

DATE: _____

PLACE: _____ Signature of the
Applicant(s)_____

Date:

ALLOTTMENT LETTER

To,

Mr. _____

Mrs. _____

Address _____

E-mail address: _____

Subject: Allotment of Apartment in Project “Kushal Swarnali Plot – 4” situated at Gat No. 67/4, Village Kharabwadi, Taluka Khed, Dist. Pune.

Dear Sir / Madam,

We hereby allot to you the Option to buy Apartment as under:-

1. Name of the Project Kushal Swarnali Plot – 4 (RERA Registration no. _____, Date - _____);
2. Apartment No. _____, Situated on _____ Floor in Building no. _____;
3. Apartment Carpet Area admeasuring _____ square meters
4. Exclusive right to use adjoining terrace area admeasuring _____ square meters;
5. Exclusive right to use Enclosed Balcony area admeasuring _____ square meters;
6. Exclusive right to use Utility area admeasuring _____ square meters;
7. Exclusive right to use parking space admeasuring area about _____ square meters;
8. The Total Agreed Consideration of the Apartment is Rs. _____ (Rupees _____ only) which is to be paid as under;

Sr	Percentage of installment	Stages
1	10%	Application / Booking money
2	15%	on or before execution of this agreement.
3	20%	at the time of completion of plinth of the subject building
4	5%	on completion of 3rd slabs of the subject building
5	5%	on completion of 5th slabs of the subject building
6	5%	on completion of 7th slabs of the subject building
7	5%	on completion of 9th slabs of the subject building
8	5%	on completion of 11th slabs of the subject building
9	5%	on completion of walls, internal plaster, flooring, doors and windows of the said Apartment
10	5%	on completion of sanitary fittings, staircases, lift well, lobbies upto the concerned floor level of the said Apartment
11	5%	on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.
12	10%	on completion of the lifts, water pumps, electrical fittings, entrance lobbies.
13	5%	on or after receipt of occupancy or completion certificate whichever is earlier.
100 %		

Applicable Taxes:

The Total Agreed Consideration is excluding all applicable Taxes and levies for the time being in force and the same will be paid by the Allottee from time to time, along with each installment.

The total negotiated Agreed Consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and anti-profiteering clauses, stipulated thereunder. The Promoter has already passed

on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same.

Terms and Conditions of Option to buy:

1. I/ We, the purchaser/s, am/ are aware of the complete details of the project and made this advance payment against option to buy, at my/ our own discretion and decision. I / We, purchaser/s, have been shown copy of sanctioned plans, layout plans, alongwith specifications, approved by the competent authority. I / We have confirmed that the above mentioned plans, specifications etc. is verified by me/us.
2. Any Financial Scheme offered by the Developer is subject to the approval of Banks.
3. Agreement to sell has to be registered within 30 days from the date of this allotment letter.
4. If the Booking Amount Paid by cheque /DD is not honoured/ paid due to whatsoever reason, then the option to buy shall stand automatically cancelled.
5. If the proposed Purchaser/s is/are opting not to buy the said Flat, the proposed Purchaser/s is entitled to receive the amount, after deducting 10% till then paid amount or Rs.10,000/- whichever is higher on account of administration and documentation charges without any interest.
6. The proposed buyer needs to submit all the documents for loan as well as for documentation purpose within 7 days from the date of Option to buy.
7. The Purchaser agrees to timely receive any relevant communication/ offers *via* Phone, Emails or SMS.
8. The terms and conditions set out in the Agreement to Sell will be final on the Purchaser.
9. Any dispute will be subject to jurisdiction of civil courts in Pune only.

Note: This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law. The Purchaser hereby agree to abide by all terms and conditions as mentioned above and confirm that the details mentioned in above are true and correct to the best of my knowledge.

Accepted:

(Allottee/ Purchaser)

Issued by:_____
(the Promoter/ Developer)
Authorized Signatory

AGREEMENT TO SELL

This AGREEMENT TO SELL is executed here at Pune, on this ____ day of _____ month of the year 2017,

Between

M/s. KUSHAL ADIRAJ ASSOCIATES (PAN AAK F K 8902 B) (a division of Kushal Group), registered partnership firm, having office at Ambethan Chowk, above ICICI Bank, Post Chakan, Taluka Khed, District Pune - 410501, represented by its duly authorized partners (1) KIRTIKUMAR INDRAKUMAR CHHAJED, Age 36 years, Occupation Business, Residing at D-104, Hyde Park, Gultekdi, Pune: 411037, (2) DATTARAJ MADHUKAR WAFGAONKAR, Age 47 years, Occupation Business, Residing at Bazar Peth, Post Chakan, Taluka Khed, Pune, ...hereinafter called as the “DEVELOPER/ PROMOTER”, which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns, ...of the FIRST PART,

and

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

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

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

And

M/s. UNITED FARMING & REAL ESTATES (PAN: AAC F U 0487 D) a duly registered partnership firm having its office at office at 427/2, second floor, Kushal Landmarks Pvt. Ltd, Gultekdi Industrial Estate, Mukund Nagar, Pune 411037, represented by its duly authorized partners (1)

INDRAKUMAR BHIMRAJ CHHAJED, aged about 56 years, occ: business, residing at: D-104, Hyde Park, Salisbury Park, Bibvewadi, Pune 411 037, (2) **SUDHIR VITHAL MUNGSE**, aged about 41 years, occ: business, residing at: Post Kelgaon, Tal. Khed, Dist. Pune, ...hereinafter called as the “**OWNER/ CO-PROMOTER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns, ...of the **ONE PART**,

WHEREAS,

- a. all that land more particularly described in SCHEDULE-1 given hereto (hereinafter referred to as the said “**LAND**”) owned by the Owner herein, is the subject matter of real estate development named as “**KUSHAL SWARNALI PLOT-4**”,
- b. by instruments of development; comprising of the agreement and the power of attorney; both dated 30.06.2015 registered in the office of the Sub-Registrar, Khed-2 under serial no. 5226/2015 & 5227/2015 respectively, followed by Correction Deed dated 12/7/2016, with respect to revenue sharing ratio, registered in the office of the Sub-Registrar, Khed-3 at serial Nos. 3866/2016 the Owner and the Developer agreed to develop the said Land by constructing thereon, various buildings consisting of independent units for use as residence, in consideration of sharing the gross sale proceeds in terms thereof,
- c. the said Land is in residential zone as per the Final Regional Plan of Pune Region, drawn and enforced w.e.f. 10.02.1998 under the provisions of the Maharashtra Regional and Town Planning Act, 1966 as witnessed by the Certificate No.5050 dated 12.08.2009 issued by the Assistant Director of Town Planning, Pune,
- d. the Assistant Director of Town Planning, Pune, *vide* his approval letter dated 24.10.2011 followed by the permission issued by the SDO, Junnar Sub-Division, Khed, vide No.SJD/ NASR/ 551/ 2011, dated 29.10.2011 under section 44 of the Maharashtra Land Revenue Code, 1966, permitted use of the said Land for non-agricultural purposes of residence, so also the Assistant Director of Town Planning, Pune by its letter bearing No.Rekhankan/ NABP/ Mouje Kharabwadi/ Taluka Khed/ Gat No. 67/4 Part Plot No. 4/ SSP/ 7545, dated 08.11.2012 followed by revision thereto vide No. Rekhankan/ NABP/ Mouje Kharabwadi/ Taluka Khed/ Gat No.67 Plot No. 4/ SSP/ 5069, dated 30.08.2013 accorded its approval, while the Sub-Divisional Officer, Junnar, Sub-Division Khed (Pune) by his order bearing No. SJD/ NA/SR/ 401/ 2012, dated 31.01.2013 followed by revision thereof vide No.SKD/Chatai-Kshetra/SR/4/5-4/2012, Rajgurunagar dated 29.10.2013 sanctioned the plans for construction of the building on the said Land , under section 44 of the Maharashtra Land Revenue Code,1966, comprising of independent units commonly known as ‘ownership scheme’,
- e. the Developer presently appointed Sunil Hingmire registered with the Council of Architects, of M/s.Savli Hingmire & Associates of “Smruti”,

Vrindavan Society, Near Mhatre Bridge, Pune: 411030 as architects for the said project, and Satish Marathe of M/s. SMCE, "Shakuntal", 46/10, law college road, Pune: 411004 as structural engineer for drawing the plans and supervising the construction, proposed to be made on the said Land, and commenced the development of the said Land and construction of the buildings thereon, in the name and style of "**KUSHAL SWARNALI PLOT 4**",

- f. the Developer/ Promoter gave inspection to the Allottee/ Purchaser of all documents as are specified under the Maharashtra Ownership Flats Act, 1963 ("MOFA") and Real Estate (Regulation and Development) Act, 2016 (RERA) and detailed in the ANNEXURE given hereto,
- g. the Allottee/ Purchaser agreed to purchase a residential Apartment in one of the buildings being constructed on the said Plot, more particularly described in SCHEDULE-2 written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said "**APARTMENT**"), from the Developer/ Promoter, for and at the agreed price as hereinafter mentioned,
- h. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. NON OBSTANTE:

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

- (a) The Developer/ Promoter has reserved all its rights to amalgamate and/or sub-divide the said Land and/or any other abutting/ adjoining pieces of land to which the Developer/ Promoter may be entitled to.
- (b) The Developer/ Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said Land and/or such other adjoining/ abutting pieces of land to which the Developer/ Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Developer/ Promoter.
- (c) The Developer/ Promoter has also reserved all rights to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights ("TDR") or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the said Land, as may be permissible for use of maximum potentials under the concerned rules and regulations.

- (d) The Developer/ Promoter has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer the apartments and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Developer/ Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the said Land for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.
- (e) The Developer/ Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Land as may be permissible under the concerned regulations.
- (f) The Developer/ Promoter shall be entitled to compensation from the Allottee/ Purchaser in case any obstruction or impediment of any nature raised to or for the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of the Allottee/ Purchaser, without prejudice to the rights of the Developer/ Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/ Purchaser.
- (g) The project **KUSHAL SWARNALI PLOT-4** being large, the Developer / Promoter shall be developing the said Land by constructing various buildings in phases. There would be development, construction, facilities, site development and other incidental activities continuing on the said Land till completion of the entire project. The Allottee/ Purchaser hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Land.
- (h) The Developer/ Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Land and/or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations, 2017 for PMRDA or any such statute, rule or regulation.
- (i) The Developer/ Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space; covered or under stilt, attached terrace. The concerned Apartment Allottee/ purchaser shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment.

2. **AGREEMENT:**

Subject to other terms and conditions herein, the Developer/ Promoter hereby agreed to sell, assign, sell or otherwise convey the said Apartment (described in SCHEDULE-2 and delineated in the floor map annexed hereto), unto and in favour of the Allottee/ Purchaser herein, and the Allottee/ Purchaser accordingly agreed to acquire and purchase the said Apartment from the Developer/ Promoter, for and at the lump sum aggregate price of Rs. _____/- (**Rupees _____ Only**), payable by the Allottee/ Purchaser to the Developer/ Promoter, as hereinafter mentioned and which price is includes the price for the proportionate share in the said Land subject to the encumbrances of restricted areas and facilities and also includes the expenses for infrastructure and development charges along with obtaining electric connection from M.S.E.B., expenses for formation separate co-operative society etc. including share money and proportionate share in price of the common areas and facilities appurtenant to the said Apartment, but excluding all expenses for stamp duty and registration fees, Service Tax & Vat tax and GST (if applicable), or any other taxes levied, which shall be paid by Allottee/ Purchaser separately. The Allottee/ Purchaser is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately 3% percent. The Allottee/ Purchaser consents for the same and is aware that the consideration being lump sum will not change. The total negotiated Agreed Consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and anti-profititeering clauses, stipulated thereunder. The Promoter has already passed on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same.

3. **PRICE:**

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

Sr	Amount (Rs)	Particulars
1		10% of total price paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____ on _____ bank
2		15% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on execution of this agreement.

3		20% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter at the time of completion of plinth of the subject building
4		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of 3 rd slabs including stilt of the subject building
5		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of 5 th slabs of the subject building
6		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of 7 th slabs of the subject building
7		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of 9 th slabs of the subject building
8		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of 11 th slabs of the subject building
9		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of walls, internal plaster, flooring, doors and windows of the said Apartment
10		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of sanitary fittings, staircases, lift well, lobbies upto the concerned floor level of the said Apartment
11		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.
12		10% of total price payable by the Allottee/ Purchaser to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobbies.
13		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter at the time of delivery of possession of the said Apartment by the Developer/ Promoter to the Allottee/ Purchaser on or after receipt of occupancy or completion certificate whichever is earlier.
Rs. _____/-		Total (Rupees _____ Only) amount.

- (b) The instalments of the amount agreed to be paid and payable by the Allottee/ Purchaser to the Developer/ Promoter as mentioned above, shall always be the essence of this agreement.
- (c) It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee/ Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee/ Purchaser to abide by the above payment schedule only and it will not be altered by the Allottee/ Purchaser. If the Allottee/ Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/ Purchaser or Housing Finance Companies/Banks, etc.
- (d) In case of default committed by the Allottee/ Purchaser, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Developer/ Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Developer/ Promoter in terms of this agreement and/or otherwise in law.
- (e) All payments stipulated in this agreement, shall be made by the Allottee/ Purchaser to and in favour of the Developer/ Promoter payable in the Separate Project Account as may be directed by the Developer/ Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.

4. PROJECT:

Subject to *non-obstante* clause above,

- (a) the master layout of the said project on the said Land has been shown in the map appended hereto,
- (b) the said Land shall remain as 'one' piece of land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under,
- (c) the said Land shall also remain as 'one' piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of

TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the Developer/ Promoter to provide otherwise,

- (d) there shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and/or restricted common area and facilities as may be permissible,
- (e) the Sewage Treatment Plant ("STP"), located on the North-West corner of the said Land and Transformer Room and Diesel Generator Set located on the South-East corner of the said Land shall be the common facility for all the buildings proposed on the said Land ,
- (f) the construction of buildings on the said Land is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Apartments being occupied by their respective Allottees/ Purchasers, if any,
- (g) the Allottee of any exclusive covered parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his/ her Apartment (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other Allottees,
- (h) the schematic locations of common facilities of water body, children playground, party lawn, common hall, garden, internal road *et cetera* the residential complex have been shown in the map attached herewith,
- (i) provision for water; potable or otherwise permissible under concerned government and/or local authority has been granted and shall be provided to the project to the extent supplied by such government and/or local authority,
- (j) however, in case lack of or inadequacy of or scarcity of such water supply to the project or the apartments therein, for purchase and supply of water through private supplier to the extent as may be supplied, the Allottee/ Purchaser shall be liable to contribute to the cost and expenses thereof.

5. **CONSTRUCTION:**

- (a) The Developer/ Promoter shall complete the construction of the said Apartment in accordance with the sanctioned/ revised sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/ enumerated in the SCHEDULE-3 written herein (the said "SPECIFICATIONS", for short).
- (b) The FSI originating from the physical area of the said Land for use, utilisation and consumption for construction of the building/s thereon, presently is "ONE", subject to the rights and discretion reserved by the Developer/

Promoter to use, utilize and consume for the construction of the building on the said Land and/or adding to the construction thereto,

- (i) the additional FSI by way of TDR for amenity, development plan road or slum rehabilitation by availing the same from the market, or by say of paid FSI or such other by whatever name called as is and to the extent permissible under the concerned development authority or such other statutory provisions prevailing at such time,
- (ii) additional FSI granted in lieu of surrender of the amenity space relating to the said Land ,
- (iii) additional FSI granted in lieu of surrender of the area out of the said Land for road or road widening,
- (iv) additional FSI in lieu of any incident relating to the said Land ,
- (v) additional FSI on payment of premium or any such amount.

(c) Subject to otherwise provided herein above, the particulars of FSI loaded and proposed to be loaded on the said Land are enumerated below:

Basic FSI	7115 sq.mt.
FSI in lieu of surrender of area for road out of plot No. 6	2846 sq.mt.
FSI in lieu of transfer of area under amenity space out of plot No. 7	1014 sq.mt.

- (d) The Allottee/ Purchaser hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said Land including amalgamation and/or sub division thereof, of the plans of the building,
- (i) in case the same is required to be done under any rule, regulation, enactment then in force, or
 - (ii) consequent to use, utilization and consumption of the additional FSI for construction of the building/s on the said Land and/or
 - (iii) adding the construction thereto,

without adversely affecting the construction of the said Apartment as agreed to be purchased by the Allottee/ Purchaser.

- (e) The Developer/ Promoter shall have preferential/ pre-emptor right to utilise the residual or available FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Land , to which the Allottee/ Purchaser hereby agrees and shall always be deemed to have agreed.
- (f) Subject to the right to revise and of revision of layout, and/or sub-division of the said Land , and/or the plans for construction of the building/s on the said

Land by the Developer/ Promoter, as hereinbefore agreed, no part of the said FSI has been utilised by the Developer/ Promoter anywhere else.

- (g) The Developer/ Promoter shall complete the construction of the said Apartment as agreed to herein by **31st December 2019**, and shall deliver possession thereof, to the Allottee/ Purchaser, on issuance of completion or occupancy certificate, whichever is earlier, by the concerned authorities.
- (h) The period of delay caused in completion of the construction of the said Apartment on account of
 - I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - II. non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. prohibitory orders from any court or authority or
 - IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
 - V. any delay on the part of the Municipal Corporation of Pune and/or Town Planning Department Pune and /or PMRD and/or any Government competent authority/ies or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Sanctions /Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Complex under construction by the Promoters on the said Plot.
 - VI. any additional work in the said Unit undertaken by the Promoters at the instance of the Allottee/ Purchaser/s.
 - VII. any Delay or default by the Allottee/ Purchaser in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoters to terminate this agreement under Clauses mentioned herein).
 - VIII. any other reasons beyond the control of the Developer/ Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser.

- (i) In case of delay in delivering possession of the said Apartment on the part of the Developer/ Promoter, the Allottee/ Purchaser shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by the Allottee/ Purchaser to the Developer/ Promoter from the agreed date of possession till actual delivery thereof by the Developer/ Promoter to the Allottee/ Purchaser, without prejudice to the right of the Allottee/ Purchaser to terminate this agreement and claim refund of the amount so far till then paid to the Developer/ Allottee/ Purchaser.

6. **POSSESSION:**

- (a) The Allottee/ Purchaser shall take possession of the said Apartment within 7 (seven) days of the Developer/ Promoter giving written intimation to the Allottee/ Purchaser intimating completion of the construction of the said Apartment.
- (b) At the time of delivery of possession of the said Apartment, the Allottee/ Purchaser shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Developer/ Promoter.
- (c) The Developer/ Promoter herein is developing the said Project which consists of various common amenities like club house, landscape garden etc., the construction/ development of the said common amenities will be completed in due course along with the completion of said Project. The Promoter, assures to hand over possession of the said common amenities by 31.12.2022.
- (d) From the date of handing over of possession of the said Apartment to the Allottee/ Purchaser, if any structural defect in the construction of the said Apartment/ building is found out to have been done or caused by the Developer/ Promoter, the Developer/ Promoter wherever possible, shall be bound within the period prescribed by the concerned statute, to rectify/ remove/ alter/ remedy the same, entirely at the cost of the Developer/ Promoter.
- (e) Under no circumstances the Allottee/ Purchaser shall be entitled to possession of the said Apartment, unless the Allottee/ Purchaser shall have paid the entire price of the said Apartment and other money payable by the Allottee/ Purchaser under this agreement to the Developer/ Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

7. **ORGANISATION :**

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Land shall always be known and called as “KUSHAL SWARNALI PLOT-4”.
- (b) If so decided and for better administration of the complex, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or such informal apex body.

8. CONVEYANCE:

- (a) The Developer/ Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon, in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Developer/ Promoter on the said Land
- (b) Under no circumstances, the Allottee/ Purchaser or the organization of Allottees/ Purchasers shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/ Purchaser either to the Developer/ Promoter or to any other agencies or authorities, is actually paid by such Allottee/ Purchaser.
- (c) All the expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/ Purchaser.

9. ALLOTTEE/ PURCHASER'S DECLARATIONS:

- (a) The Developer/ Promoter herein has made full and true disclosures to the Allottee/ Purchaser as to the title of the Developer/ Promoter in respect of the said Land, construction of the building on the said Land, consumption of additional FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said Land and such other matters relating thereto.
- (b) As required by the Allottee/ Purchaser the Developer/ Promoter herein has supplied all information to the Allottee/ Purchaser herein with all facts as to the marketable title of the Developer/ Promoter and the Owner to the said Land, and the rights of the Developer/ Promoter to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.
- (c) The Developer/ Promoter herein is developing the scheme under the name "**KUSHAL SWARNALI PLOT-4**" on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The Allottee/ Purchaser or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/ Purchaser also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.
- (d) In the project, the Developer/ Promoter herein is providing advance technology/ amenities/ material/ plant and equipment/s in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all required of safety norms and measures.

- (e) The Developer/ Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name “**KUSHAL SWARNALI PLOT-4**” and at suitable place in the entrance of the building the names of the unit owners.

10. LOAN:

- (a) The Developer/ Promoter with concurrence of the Owner, has availed loan for the project on the said Land from DCB Bank, J.M. Road branch, Pune at loan a/c No.04855100000514 and mortgaged the said Land as and towards security for repayment thereof. The lending bank accordingly, issued letter dated _____ permitting the Developer/ Promoter to enter into this agreement with the Allottee/ Purchaser. The Developer/ Promoter is entitled to enter into this agreement with the Allottee/ Purchaser provided all payments under this agreement are paid to the said Separate Project Account/ Loan Project Account.
- (b) The Developer/ Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Developer/ Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan.
- (c) The Allottee/ Purchaser hereby accorded his/ her/ their irrevocable consent for the Developer/ Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (d) In the event of the Developer/ Promoter availing such loan, the Developer/ Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
- (e) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Developer/ Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (f) In the event of the Developer/ Promoter availing such loan, the Developer/ Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Developer/ Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Developer/ Promoter.

11. TERMINATION:

- (a) In the event of Allottee/ Purchaser committing any default in payment of the price of the said Apartment and/or any other money by whatever name called, payable under this agreement or otherwise under any concerned statute and/or commits breach of any of the terms and conditions of this instrument, the Developer/ Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Allottee/ Purchaser.
- (b) On termination of this agreement, the Allottee/ Purchaser shall be entitled only to refund of the amount so far till then paid by the Allottee/ Purchaser to the Developer/ Promoter under this instrument after deducting 10% therefrom, towards administrative expenses.
- (c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Developer/ Promoter against the Allottee/ Purchaser on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

12. OTHER CONDITIONS:

- (a) The Allottee/ Purchaser shall use the residential unit, only for the purposes of residence, and the commercial unit, only for the purposes of commerce, and for no other purposes.
- (b) The Allottee/ Purchaser shall maintain the said Apartment at his/ her own cost in good repairs and condition from the date of grant of possession of the said Apartment is taken.
- (c) The said Apartment with exclusive facility attached or appurtenant thereto (if any) shall be impartible and inseparable, and shall always remain as one. The Allottee/ Purchaser shall not sub-divide and/or dispose of the same in parts.
- (d) The Allottee/ Purchaser shall not store in the said Apartment any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye-laws of the said organisation, statutory or other authorities. Any damage so caused by act or omission on the part of the Allottee/ Purchaser to the said Apartment or other Flats in the scheme shall entirely be at the risk as to cost, consequences, damages of such Allottee/ Purchaser.
- (e) The Allottee/ Purchaser shall carry at his/her own cost, all internal repairs to the said Apartment and shall keep the said Apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.

- (f) The Allottee/ Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (g) The Allottee/ Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Land and/or the building other than designated disposal space or facilities for the complex.
- (h) The Allottee/ Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organisation for "use" of the Apartment/s in the said scheme or in any other part of the said Land .
- (i) That Allottee/ Purchaser herein has agreed that all the mentioned common areas including club house, gardens, play areas, common amenities, etc. shall always be with the Promoter or the society; as case may be. The Allottee/ Purchaser further agreed that in the event of any personal program, function or any social activity, or for any society function to be conducted either individually or jointly with other Allottee/ Purchaser of the said project, then prior written permission for the same must be obtained from the Promoter or the society; as case may be. It is further agreed by the Allottee/ Purchaser that he/she/they will bear all the expenses of usage of such common areas (expenses incurred towards electricity, housekeeping etc.) of the Building/s or society as the case may be, and shall also be responsible and liable to pay for any damages occurred to such common areas of the Building/s or society as the case may be.
- (j) After delivery of possession of the said Apartment by the Promoter to the Allottee/ Purchaser herein in terms of this Agreement, the Allottee/ Purchaser herein for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of society and thereafter consent of the such society, in writing shall be required to be obtained by the Allottee/ Purchaser herein.
- (k) Notwithstanding anything contained anywhere in this agreement, the Allottee/ Purchaser shall **not**:
- demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the flat or any part thereof,
 - make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,

- make any change in the external colour scheme of the building/ wing in which the flat is located,
- extend the said Apartment or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
- cover, fully or partially, any terrace or other projection with any structure,
- use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- use or permit any user of the parking space other than parking of the vehicles,
- use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.

13. **MAINTENANCE and OTHER CONTRIBUTIONS:**

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

Common maintenance Charges	
Corpus Fund	
Water Charges	

Note: Proportionate taxes and /or other levies upon the common maintenance charges and/or Corpus Fund and /or Water Charges, for the time being in force, shall be borne by Allottee/Purchaser separately.

- (b) The Developer shall maintain this amount partly or otherwise, in a separate bank account or the Developer itself, as the case maybe. The maintenance of common area and facilities in the project shall be met out of the said amount only for a period 36 months from the date of occupancy or completion certificate whichever is earlier. On formation of the organization as agreed to herein, balance of such amount, if any, shall be entrusted to such organization. If such amount falls insufficient to meet such expenses then the Allottee/ Purchaser shall be liable to contribute additional cost and expenses thereof. If Allottee/ Purchaser fails to contribute such cost and expenses then Developer/ Promoter is entitled to meet such cost and expenses from amount of water charges.

- (c) The maintenance referred to herein, shall include only following items:
- i) Housekeeping and cleanliness
 - ii) Maintenance contracts of lifts, generators, sewage treatment plant, water purification system, water pumps
 - iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual flat/s, which would be payable by the Allottee/ Purchaser thereof in equal share together with other flat Allottee/ Purchaser in the concerned building)
 - iv) Common electricity bills
 - v) Security charges
 - vi) Gardening charges
 - vii) Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- (d) That aforesaid water charges is calculated as per the norms i.e. (135 liter water for per person per day (x) four person per day). In case the water usage exceed the aforesaid limits then the Allottee/ Purchaser shall bears extra charges for the additional usage. That in case lack of or inadequacy of or scarcity of such water supply to the project or the apartments therein, for purchase and supply of water through private supplier to the extent as may be supplied, the expenses incurred for the same shall be bears from the aforesaid water charges. If such amount falls insufficient to meet such expenses then the Allottee/ Purchaser shall be liable to contribute additional cost and expenses thereof. If Allottee/ Purchaser fails to contribute such cost and expenses then Developer/ Promoter is entitled to meet such cost and expenses from amount maintenance charges.
- (e) It is agreed between the parties that said maintenance shall NOT include the items mentioned below, and the Allottee/ Purchaser and/or the Association/ society either individually or through any appointed agency, shall have to bear the following maintenance, entirely from separate contribution made by the flat Allottee/ Purchaser.
- i) Society and managing committee administration,
 - ii) Insurance for building/ flats/ equipments/ machinery, towards theft, fire etc. and such any other related expenses,
 - iii) Sinking funds etc.
 - iv) Property taxes of individual building/ flats/ common amenities etc.
 - v) Any other taxes, levies, cess etc. of the property,
 - vi) Any other statutory charges,
 - viii) Repairs of the building for leakages, seepage to the property or any part thereof.
 - ix) Wear and tear charges.

- (e) It is further agreed by the Allottee / Allottee/ Purchaser that Allottee/ Purchaser herein shall pay the aforesaid amount as corpus fund in advance at the time of the possession of the said Apartment Allottee/ Purchaser and Promoter herein shall utilize the said amount exclusively for the emergency expenses or any deficits and promoter herein will maintain separate account for the same and shall submit a separate account statements for the expenses incurred, if any, therein.
- (i) The Allottee/ Purchaser has understood the entire scheme of maintenance in detail. The Allottee/ Purchaser admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or nonpayment by the Allottee/ Purchaser.
- (j) It is also clearly understood that this shall not preclude the organisation from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee/ Purchaser, provided the decision to that effect is duly taken by the organisation.
- (k) Such organisation shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allottee/ Purchaser, without prejudice to the other rights and powers of the organisation.
- (l) Without prejudice to and notwithstanding anything contained above, in the event of the Developer and/or flat Allottee/ Purchaser organisation after entrustment of common maintenance by the Developer to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee/ Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Developer and/or such organisation, as the case may be.
- (m) The Allottee/ Purchaser shall maintain at his/ her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.

14. TAXES, CESS, and other CHARGES:

- (a) The Allottee/ Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Apartment whichever, is earlier.
- (b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax / Goods and Service Tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in

force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee/ Purchaser. The Allottee/ Purchaser hereby, indemnifies the Developer/ Promoter and the flat purchase organisation from all such levies, cost and consequences.

- (c) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/ Purchaser.
- (d) The Allottee/ Purchaser hereby, indemnifies the Developer/ Promoter and the flat purchase organisation from all such levies, cost and consequences arising therefrom.
- (e) In the event of the Developer/ Promoter being constrained to pay any tax or levy referred to above herein, the Allottee/ Purchaser shall reimburse the same to the Developer/ Promoter immediately. The Developer/ Promoter shall be entitled to claim interest @ 2% above the State Bank of India Highest Marginal Cost of Lending Rate on such amount from the Allottee/ Purchaser, if the Allottee/ Purchaser fails to reimburse the same to the Developer/ Promoter immediately. There shall be a charge of such amount on the said Apartment till its receipt by the Developer/ Promoter.
- (f) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/ Purchaser.

15. RESERVATIONS:

- (a) All payments agreed to herein and otherwise required to be made by the Allottee/ Purchaser otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee/ Purchaser.
- (b) The Developer/ Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold apartments, nor the organization of the Apartment Allottee/ purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Developer/ Promoter till the concerned flat is sold by it, and/or from the concerned Apartment Allottee/ purchaser prior to the date of purchase of the concerned flat by him/ her/ them.
- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee/ Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee/ Purchaser, and open spaces, parkings, lobbies *et*

cetera, will remain the property of the Developer/ Promoter until the said Land and the building save and except any part reserved by the Developer/ Promoter, is transferred to the respective Allottees/ Purchasers.

- (d) Any delay tolerated or indulgence shown by the Developer/ Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee/ Purchaser by the Developer/ Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Developer/ Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by this Allottee/ Purchaser nor shall the same in any manner prejudice the rights of the Developer/ Promoter.
- (e) The Allottee/ Purchaser shall not, without the written permission of the Developer/ Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment and any other money payable by the Allottee/ Purchaser under this agreement till then is received by the Developer/ Promoter. Any breach thereof, shall entitle the Developer/ Promoter, to terminate this agreement, without prejudice to any other rights, available to the Developer/ Promoter under this agreement and/or other law.
- (f) The Allottee/ Purchaser shall permit the Developer/ Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.
- (g) The Allottee/ Purchaser shall present this agreement at the office of the concerned Sub-registrar, Haveli, for registration within the time prescribed by the Registration Act and upon intimation thereof by the Allottee/ Purchaser, the Developer/ Promoter shall attend such office and admit execution thereof.
- (h) All notices/ demand letters / tax invoices or any communication by any other name to be served on the Allottee/ Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser whether by Postal Services, courier services, fax, personal delivery, email or any other electronic media at his/ her/ their address written hereinbefore first.

16. MISCELLANEOUS:

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

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Statement of Rates 2018-19 _____, as described in Sector ____/____		
Residential Apartment	_____ sq.mt. x Rs. _____ per sq.mt. as prescribed by the ARR,2018-19 <i>*(strike out following if not applicable)</i> (Rs._____-/- per sq.mt. + _____% thereof, = Rs. _____ per sq.mt. as the said Apartment is located above _____ floor, as per ARR,2018-19, Note No.20)	Rs. _____
Enclosed Balcony	_____ sq.mt. x _____ per sq. mt. as prescribed by the ARR,2018-19	Rs. _____
Utility area	_____ sq.mt. x _____ per sq. mt. as prescribed by the ARR,2018-19	Rs. _____
Exclusive right to attached terrace	_____ sq.mt. x Rs. _____ per sq.mt. (being 40% of the prescribed value of Rs._____-/- per sq.mt., as per ARR,2018-19 Note No.15)	Rs. _____
Exclusive right to parking space;	_____ sq.mt. x Rs._____-/- per sq.mt. (being 40% of the prescribed value of Rs._____-/- per sq.mt., as per ARR,2018-19 Note No.16)	Rs. _____
Total prescribed valuation		Rs. _____
Total agreed price		Rs. _____
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.		Rs. _____

SCHEDULE-1

(description of the said “LAND”)

All that piece of land bearing Plot No.4 admeasuring 7115 sq.mt. out of sub-division layout of larger land bearing Gat No.67 (was formally bearing Gat no. 2579 of village chakan) totally admeasuring “Hectare 5.03 Are”, situate at village Kharabwadi of Taluka Khed, District Pune, and which is bounded as follows:-

On or towards East : By Internal Road

On or towards South : By Open Space 2

On or towards West : By Gat No. 68 (Old Gat/Survey No.2580)

On or towards North : By Gat No. 67/5

together with easement, appurtenances, ingress, egress, pathways, all rights to avail, use, utilise and consume the entire floor area ratio/ floor space index (“FAR/FSI”) originating from the physical area thereof and/or additional such FAR/FSI either by way of Transferable Development Rights (“TDR”) or otherwise, as well as additional proportionate FAR/FSI to the extent of 1014 sq.mt., permissible as a result of surrender of amenity space out of plot No. 7 as well as additional proportionate FAR/FSI To the extent of 2846 sq.mt., permissible as a result of surrender of internal road out of plot No. 6 together with all primary, ancillary, incidental, or consequential rights, title, interest, claims to the said Plots, and proportionate rights in common areas and amenities out of the layout of the said larger land and said plots are delineated in the map annexed hereto.

SCHEDULE-2

(Description of the said “APARTMENT”)

All that Residential Apartment

Apartment No	
Building/ Wing	
Floor	
Apartment Area	_____ sq.mt. (_____ sq.ft.) carpet area
Enclosed Balcony	_____ sq.mt.
Utility area	_____ sq.mt.
Exclusive facility	Attached terrace admeasuring _____ sq.mt. Covered Parking space admeasuring _____ sq.mt. (Parking Number will be allotted at the time of possession of Said Flat)

being constructed on all that land more particularly described in Schedule-1 above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

ANNEXURE

Statutory compliances pertaining to development of the said Land

RERA	No. P52100004813, dated 09/08/2017 under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 (“ RERA ” hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“ RULES ” hereinafter) with the Real Estate Regulating Authority, Maharashtra (“ MAHA RERA ” hereinafter), a copy whereof is appended hereto.
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Professional consultants for the project

Architect	Sunil Hingmire registered with the Council of Architects, of M/s.Savli Hingmire & Associates of “Smruti”, Vrindavan Society, Near Mhatre Bridge, Pune: 411030, registered with the Council of Architecture who has/ have dawn the plans for construction of the building/s on the said Land a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	Satish Marathe of M/s.SMCE, “Shakuntal”, 46/10, law college road, Pune: 411004, who has/ have drawn the plans of structural design of the building/s on the said Land, a copy of the appointment letter and acceptance whereof is appended hereto.
Chartered Accountant	KHANDELWAL JAIN & ASSOCIATES, 1st Floor, Alankar Cinema Building, Camp, Camp, Pune, Maharashtra 411001, registered with the Institute of Chartered Accountants of India under the Chartered Accountant Act,1949, a copy of the appointment letter and acceptance whereof is appended hereto.

Common/ restricted common area and facilities

Common facilities for entire project	Sports Arena/ Garden/ Children park/ Jogging track/ Security cabin/ lift rooms/ Electricity master panel
Rider	This shall be subject to change as to number of building/s, apartments therein, their division and/or amalgamation into separate buildings or apartments, provision and situation of open space and/or internal access roads, with proportionate alteration in common facilities as may be found necessary by the Developer/ Promoter depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said Apartment agreed to be purchased by the Allottee/ Purchaser

SCHEDULE-3

SPECIFICATIONS:

- Green Marble kitchen platform with stainless steel sink.
- Provision for water purifier unit and exhaust fan in kitchen.
- Dado tiles up to lintel level above kitchen platform in kitchen.
- 2’ X 2’ vitrified tiles in Living room, Bedrooms and Kitchen
- Antiskid tiles in toilets, bathroom and terrace.
- Dado tiles up to 7’ in Bathroom.
- Provision for washing machine in utility area and antiskid tiles in utility area.
- Decorative main door with door fittings.
- Wooden door frames for main door and all the bed rooms and RCC door frames for bathroom, toilet and utility area.
- Oil Painted Flush doors.
- Powder coated aluminum windows with safety grills.
- Concealed electrification and plumbing.
- Anchor / Vinay/ Roma Switches or equivalent
- C.P. fittings of Cera/ Mark or equivalent and sanitary fittings of Hindustan / Parryware or equivalent
- Otis/Omega/Alfa or equivalent lifts with generator backup.
- Generator backup for common areas.

Exclusive Facilities:

- Terraces attached and solely accessible to the concerned unit shall be the exclusive amenity to such concerned residential unit.

Common Area and Facilities:

- Staircases, passages and lobbies other than attached to any given residential unit as exclusive
- Atrium and appurtenant space thereto
- Electrical rooms and equipments therein
- Lifts, machine rooms, lift machines
- All lighting and light fittings in any common area
- Firefighting apparatus and pumps
- Marginal open space around the building
- Fire refuge area
- Underground water tank and all connections thereto and therefrom
- Common recreation space, facilities, apparatus, toilets, all service lines

0-0-0-0-0

SANJAY M. JAIN Advocate
5/11, Suparshwanath E Society, 692/693, Bibvewadi,
Marketyard Road, Pune 411037

Title Certificate

I have investigated the title of the Owner and the right of the Developer/ Promoter to the said Land (described in SCHEDULE.1 above), and furnished the title report dated 28/07/2017.

I also caused the search to have been taken in respect of the said Land. I perused (i) the documents of title and extracts of revenue record, (ii) the permission to use the said Land for non-residential purposes of residence issued by the Collector, Pune, together with the plans for construction of the building thereon.

As stated in my aforesaid title reports; I am of the opinion that

- (a) the Owner owns the said Land ,
- (b) The said Developer/Promoter M/s. Kushal Adiraj Associates, jointly with the said owner M/s. United Farming & Real Estates, is entitled to develop the said Plot
- (c) the said Land is free and marketable, subject to encumbrance of project loan of DCB Bank, J.M. Road branch, Pune, as stated in the title report dated 28/07/2017.
- (d) the Developer/ Promoter is entitled to develop the said Land by constructing a building/s thereon, comprising of independent apartments for residence and commerce, and to enter into this agreement to sell with the intending purchaser.

sd/-
Sanjay M, Jain, Advocate

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

M/s. KUSHAL ADIRAJ ASSOCIATES represented by its partner KIRTIKUMAR INDRAKUMAR CHHAJED DEVELOPER/PROMOTER		
Photograph	LHTI	Signature
M/s. KUSHAL ADIRAJ ASSOCIATES represented by its partner DATTARAJ MADHUKAR WAFGAONKAR DEVELOPER/PROMOTER		
Photograph	LHTI	Signature
M/s. UNITED FARMING & REAL ESTATES represented by its partner INDRAKUMAR BHIMRAJ CHHAJED OWNER/ CO-PROMOTER		
Photograph	LHTI	Signature

M/s. UNITED FARMING & REAL ESTATES represented by its partner SUDHIR VITHAL MUNGSE OWNER/ CO-PROMOTER		
Photograph	LHTI	Signature
(ALLOTTEE/ PURCHASER)		
Photograph	LHTI	Signature
(ALLOTTEE/ PURCHASER)		
Photograph	LHTI	Signature
Witnesses		Signatures