

AGREEMENT TO SALE

This Agreement is made at Pune this____day of _____in the year Two Thousand Nineteen.

BETWEEN

M/S. TAPASHREE PROPERTIES, a partnership firm, registered under the Indian Partnership Act, 1932, having its office at "Venu" Bungalow, S.No. 120 Part, Balaji Mandir Road, Off. Pashan-Sus Road, Pashan, Pune 411021 through its partner **Mr. Saurabh Nandkumar Kokate**, age about 31 years/ **Mr. Nandkumar Shankarrao Kokate**, age about 63 years, residing at "Venu" Bungalow, S.No. 120 Part, Balaji Mandir Road, Off. Pashan-Sus Road, Pashan, Pune 411021 hereinafter called as the **"DEVELOPER/PROMOTER"**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, legal representatives, administrators and assigns etc **Party of the First Part**

AND

....hereinafter called as the **"ALLOTTEE"**, which expression shall, unless repugnant to the context or meaning thereof shall mean and include its plural, his/her/their heirs, successors, executors, administrators and assigns etc **Party of the Second Part**

WHEREAS by a Development Agreement dated 06/05/2018 duly registered on 07/05/2018 in the office of sub registrar Haveli 15 at Serial No. 5888/2018 and Power of Attorney dated 06/05/2018 is duly registered on 07/05/2018 in the office of Sub registrar Haveli No. 15 at serial No. 5889/2018, executed between **SHRI. GULABRAO TUKARAM TAPKIR (hereinafter referred to as "the Original Owner")** of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), and **LATE SHRI. HIRABAI GULABRAO TAPKIR, SHRI. BHANUDAS GULABRAO TAPKIR, SHRI. BALKRISHNA GULABRAO TAPKIR, SMT. ARCHANA RAMESH TAPKIR, SHRI. PANKAJ BALKRISHNA TAPKIR, SHRI. AKSHAY BHANUDAS TAPKIR, SHRI. ADHARV RAMESH TAPKIR** give there consent to said agreement. Later on 27th June 2018 Smt Hirabai Gulabrao Tapkir died at Pune leaving behind the original owner and Consenting Parties as legal heirs. The Original Owner and Consenting Parties granted to the Promoter development rights to the piece or parcel of freehold land lying and being at

Village Baner, Tal. Haveli, Dist. Pune in the Registration Sub-District of Haveli admeasuring 2118.38sq.mts., or there about more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

WHEREAS,

- 1) It appears that Ganesh Ranjan Bhide originally owned the said Property; and Tukaram Bhairu Tapkir was a protected Tenant in the said Property and accordingly, in the Other Rights column, the name of Tukaram Bhairu Tapkir was entered as a 'protected Tenant', by Mutation Entry No. 898.
- 2) It appears that an Order was passed in the year 1961, by A.L.T. Haveli, in Proceeding u/s 32G of B.T & A.L. Act, having No. A.L.T./Baner/279/58, by which Tukaram Bhairu Tapkir was declared as a 'deemed Purchaser' of Survey No. 84 and other properties.
- 3) It appears that Tukaram Bhairu Tapkir died on 09/08/1965, leaving behind 5 sons viz, Sahebrao, Bajirao, Gulabrao, Mukunda and Shankar; and a married daughter Muktabai Raghunath Wadekar; and widow Shevantabai and accordingly, their names were entered in the 7/12 Extract, by Mutation Entry No. 1491.
- 4) It appears that all the instalments payable to the landlord, as ordered by A.L.T. in 32G Proceedings, were paid, and hence the name of Ganesh Ranjan Bhide was deleted from the Other Rights column of the said Property, by Mutation Entry No. 3560.
- 5) It appears that Sahebrao Tukaram Tapkir expired in the years 1995, leaving behind his widow, Anjanabai; and 6 sons viz, Vitthal, Ramchandra, Hiranman, Pandurang, Arjun and Somnath, and their names were entered in the 7/12 Extract, by Mutation Entry No. 6981.

- 6) It appears that a Partition had taken place between Bajirao, Gulabrao, Mukunda and Shankar Dt. 10/01/1997 registered in the office of Sub Registrar Haveli 4 at Sr. No. 239/1997. All sons of Tukaram Bhairu Tapkir and above referred legal heirs of Sahebrao Tukaram Tapkir and in the said Partition, the said Property was allotted to the Shri. Gulabrao Tukaram Tapkir and accordingly were entered to the respective 7/12 Extract.
- 7) It appears from Mutation Entry No. 1841 that the encumbrance of bunding tagai, appearing in the Other Rights column of the 7/12 Extract, was deleted.
- 8) It appears that, by orders dated 05/02/2007, bearing No. SR/72/2006 and SR/69/2006, Gulabrao Tapkir and Bajirao Tapkir have obtained necessary permission under section 43 of B.T. and A.L. Act for development purpose respectively, for their respective portion out of the said property.
- 9) It appears that by a Development Agreement dated 31/10/2005, which is registered in the Office of the Sub-Registrar, Haveli No. 15 a Sr. No. 6866-2005, the above referred owners i.e. Gulabrao, Bajirao and legal heirs of Sahebrao and Mukundrao Tukaram Tapkir and their family members have entrusted an area admeasuring 1 H 50 Are along with access 40 wide road with right to use FSI thereof out of the said property for development unto M/s. Aum Housing and also have executed Power of Attorney, in favour of the Partners of M/s. Aum Housing, on the same day, which is registered in the office of the Sub-Registrar, Haveli No. 15 at Sr. No. 6867/2005.
- 10) It appears that by Development agreement and Power of Attorney both dated 07/04/2006 and registered in the office of Sub Registrar Haveli No. 19 at Sr. No. 2494 and 2495 respectively, Mr. Gulabrao Tapkir have entrusted an additional area admeasuring 10 Aar out of S. No. 83/1 and 84/3 unto the developer M/s. Aum Housing.
- 11) That one Mr. Baban Maruti Tapkir alongwith his other brothers had filed a special civil suit bearing No. 1983/1994 for partition, declaration injunction and possession against the heirs of late Tukaram Tapkir in respect of the property and other properties situated at Baner owned by Late Mr. Tukaram Tapkir. That the said suit was dismissed by Hon'ble C.I.D.S. court against which Mr. Baban

Maruti Tapkir and other filed civil appeal bearing No. 812/2001 before Hon'ble District Judge. Therefore the said appeal was allowed the Hon'ble District Court against which these heirs of Late Mr. Tukaram Tapkir filed second appeal bearing No. 790/2005 before Hon'ble High Court that second appeal was finally heard at length and allowed by the Hon'ble High Court vide its order dated 14/10/2005. That challenging the said order passed by the Hon'ble High Court Mr. Baban Maruti Tapkir had filed special leave petition No. 6794 of 2006 before Hon'ble Supreme Court. However, the said leave petition was withdrawn unconditionally by Mr. Baban Maruti Tapkir and others and accordingly the same came to be dismissed as withdrawn, by the Hon'ble Supreme Court. Thereby the Judgment and Decree passed by Hon'ble Civil Judge senior Division in Civil suit No. 1983/1994 was upheld and confirmed that Mr. Maruti Tapkir and Mr. Nama Tapkir (i.e. brothers of Late Shri. Tukaram Tapkir) and their heirs are not having any share and right, title and interest in respect of the properties which include the suit property which is owned and possessed by other heirs of Late Shri. Tukaram Tapkir.

- 12)** That during the pendency of second appeal bearing 790/2005 before Hon'ble High Court heirs of Late Shri. Tukaram Tapkir have executed a Development Agreement and Power of Attorney in favour of one M/s. Aum Housing a registered partnership firm through its partners Shri. Nikhil Keshavji Shah which was duly registered in the office of Sub-registrar Haveli 15 at Sr. No. 6866/2005 and 6867/2005 respectively on 31/10/2005 and one more development agreement and power of attorney registered in the office of Sub Registrar Haveli on Dt. 07/04/2006 at Sr. No. 2494/2006 and 2495/2006 respectively. Tapkir brothers have filed a special civil suit for possession, declaration and injunction before Hon'ble Civil Judge Senior Division Pune bearing No. 626/2009 and subsequently a compromise decree was passed on 31/12/2009.
- 13)** As per compromise decree before Hon'ble Civil Judge Senior Division in Special Civil Suit No. 626/2009 passed on 31/12/2009, Keshavji Shah and others partners are entitled to hold only the land measuring 00 H. 30 R and remaining land situated at Northern site of the said layout should absolutely be owned by Mr. Gulabrao Tukaram Tapkir.

- 14) The order passed by A.L.T. Haveli in proceedings u/s 32G of B.T. and A.L. Act in the year 1961, therefore there is permission under section 43 under tenancy act is not required though Mr. Gulabrao Tapkir obtained permission u/s 43 order passed by Sub Divisional Officer Haveli, Pune at Sr. No. 43 SR/72/2006 dated 05/02/2007.
- 15) It appears that, N.A. permission obtained bearing No. PRH/AN/SR-87/2007, dated 08/03/2007, in respect of the portion out of S. No. 83/1, 84/3.
- 16) The Owners herein by Development Agreement and Power of Attorney both dated 7/05/2018, registered in the office of Sub.Registrar, Haveli No.15, at the serial No. 5888/2018 and 5889/2018 on the same day, granted development rights of portion admeasuring "2118.38 Sq.mts"(i.e. Buildable land for building 'A' and 'B' admeasuring 1585 Sq.mtrs along with open space of 533.38 sq.mtrs), out of total land as per sanction layout admeasuring "5651.01 Sq.mtrs" bearing Survey No. 83/1 and 84/3 situated at village Baner of City of Pune, Taluka Haveli, District Pune, within the limits of the Registration District of Pune, Sub.Registrar, Haveli and the Municipal Corporation of the City of Pune more particularly described and mentioned in SCHEDULE.I [said Plot] in favour of Developer, so also agreed to convey their respective rights unto and in favour of the ultimate purchasers, as contemplated by the Maharashtra Ownership Flats Act, 1963,
- 17) The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- 18) The Promoter is in possession of the project land
- 19) The Promoter has proposed to construct on the project land ground level parking & six floors.
- 20) The Allottee is offered an Apartment bearing No_____on the____floor of **Building** (herein after referred to as the said "Apartment") in the Project called **"45 PARAMOUNT"**(herein after referred to as the said "Project").
- 21) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

- 22) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at PUNE with Registration No - **P52100017967** authenticated copy is attached in Annexure ' F';
- 23) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- 24) By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- 25) On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects "**M/S PROJECTION STUDIO**" and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under ;
- 26) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.
- 27) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority "The Municipal Corporation of the City of Pune" also acting as the Planning Authority under the Maharashtra Regional and Town Planning Act, 1966 sanctioned the plans for construction of the buildings on the said PLOT for the purpose of residence and other ancillary uses vide commencement certificate No. CC/3523/17, dated 23/03/2018 and revised on 03/08/2018 Certificate No.

CC/1325/18, The Collector, Pune District vide his order dated 08/03/2007 bearing No. PRH/NA/SR/87/2007 permitted non-agricultural use of the said Land for the purpose of residence under section 44 of the Maharashtra Land Revenue Code, 1966, have been annexed hereto and marked as Annexure C-1.

- 28) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,
- 29) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D
- 30) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- 31) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- 32) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- 33) The Allottee has applied to the Promoter for allotment of an **Apartment on ___ floor in the ___ building**, in the said project.
- 34) The carpet area of the said Apartment is **58.81 square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the

said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

- 35) 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;
- 36) AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of _____, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter and allottee both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- 37) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at PUNE with Registration No - **P52100017967** ;
- 38) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- 39) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and one covered car parking.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS :-

- 40) The Promoter shall construct the said building consisting of ground level parking & six upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 41) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. ____** Of carpet area admeasuring **58.81 sq.mtrs along with Attached terrace area admeasure 13.10 sq.mtrs on ____ floor** in the building____(hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of _____Including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith,

- 42) The total aggregate consideration amount for the apartment is thus

- 43) The Allottee has paid on or before execution of this agreement a sum of _____ as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of _____ as per Payment Schedule.

We kindly request to you to make arrangement for payments of the balance due within a 15 working days ,otherwise your liable to pay interest (18% per Year) on agreement value with respect to the completion stage of project.

PAYMENT SCHEDULE

On or before execution of Agreement (Including Advance paid at the time of booking)	5.00%
Within 15 Days after the execution of Agreement	15.00%
On Completion of the Plinth of the building	15.00%
On Completion of 1 st Slab	15.00%
On Completion of 3 rd Slab	15.00%
On Completion of 5 th slab	15.00%
On completion of the walls, internal plaster, external plaster	05.00%
On completion of the staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment flooring/ plumbing / waterproofing	05.00%
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, painting, paving of appurtenant land	05.00%
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%
Grand Total	100.00%

- 44)** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Cess, GST (SGST, CGST and IGST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 45)** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost,taxes or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee

- 46)** It is specifically agreed and understood between the parties hereto that, the agreed consideration of the Said Apartment has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Promoter has already passed on the benefit of set off of GST to the Allottee/Purchaser. It is therefore agreed between the parties hereto that the Promoter shall be entitled to get the set off/credit of the GST paid on these presents and the Allottee/Purchaser/s shall not have any claim over the same.
- 47)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 48)** The Allottee 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.
- 49)** 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 50)** Time is essence for the Promoter as well as the Allottee. The Promoter shall

abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in this agreement ("Payment Plan").

- 51)** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4757.27 square meters only, but of which the promoter has utilized FSI of 3434.88 sq mtrs. The promoter plans to utilize the balcony FSI for forever development. The promoter also plans to utilize and Promoter has planned to utilize Floor Space Index of 0 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. In future the FSI available /generated on amenity space of layout is to be utilized by original owner or developer as per their choice on remaining portion of land belong to original owner. Any existing balance potential of FSI / TDR/FSI available on payment of Premium or FSI available as incentive and Future FSI / TDR/FSI available on payment of Premium or FSI available as incentive available due to changes in development control regulations shall be solely utilized by the original Land owner or Party of the First Part. The allottee hereby gives consent for the same through this agreement.

Notwithstanding anything contained anywhere in this Agreement, the Allottee/Purchaser hereby declares, confirms and agrees as follows :-

- 52)** 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 in law.
- 53)** 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.

- 54)** 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.
- 55)** In project “**45 PARAMOUNT**”, the Developer/Promoter shall be developing the said land, There would be development, construction of buildings, amenities, site development and other incidental activities continuing on the said Land till completion of the entire project.
- 56)** 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 PMC (“DCPR 2017”). The Developer/Promoter is also entitled to alter and or Revise the sanctioned layout of the project after handing over the possession of the apartment to the allottee without affecting the said apartment of the allottee The Allottee hereby gives consent to the same.
- 57)** If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 58) Without prejudice to the right of promoter to charge interest as per the rules, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.
- 59) Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
- 60) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
- 61) The Promoter shall give possession of the Apartment to the Allottee on or **30th day of June 2020**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest as per rules herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
(i) war, civil commotion or act of God ;

- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) non-availability or scarcity of any building material or finishing articles.
- (iv) any other reasons beyond the control of the Developer/Promoter.

- 62) Procedure for taking possession** - The Promoter, upon obtaining the occupancy/completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, 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 Project.
- 63)** 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. 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 etc, as might be required by the Developer/Promoter.
- 64) Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 62, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 62 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 65)** If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect(such as leakage, Ceiling seepage) in the Apartment or the building in

which the Apartment are situated or any defects on account of workmanship, quality or provision of service, excluding any defects and/or damages due to normal wear and tear or any any such act on part of the allottee which has caused the defect and or damage then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- 66)** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle/s owned by the allottee
- 67)** .The Developer/Promoter shall be at liberty to grant and allot right to exclusive use any sanctioned, demarcated parking space; covered or under stilt or open, attached terrace to the given apartment to, attached to and inseparable from the given apartment. The concerned apartment allottee/purchaser shall be entitled to exclusive use thereof.
- 68)** The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 69)** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

- 70)** The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 71)** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs 2500/- (Rupees Two Thousand Five Hundred Only) per month towards the outgoings. Which is also mentioned in point No **72 (ii)**. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- 72)** The Allottee shall pay on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) **Rs. 10,000/- (Rs. Ten Thousand Only)** for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (ii) **Rs. 30,000/- (Rs. Thirty Thousand Only)** for deposit towards provisional monthly maintenance contribution for 1 year towards outgoings of Society or Limited Company/Federation/ Apex body.

- 73) The Allottee shall pay to the Promoter a sum of **Rs. 15,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease,
- 74) At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building.
- 75) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project .
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing

shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

76) The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases,

common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company. Not to alter any part of external elevation of the building without taking prior approval of the promoter.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
 - ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 77)** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize

the amounts only for the purposes for which they have been received.

- 78)** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
- 79)** The purchaser hereby grants his/her consent that all the amenities and common areas except allotted individual car parking areas which will be constructed in project “45 Paramount” (Building A and building B) shall be shared with other members of project. The maintenance of common amenities or common areas shall be proportionately borne by all the purchasers/members in **“45 Paramount” (Building A and building B).**
- 80)** **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- 81)** **BINDING EFFECT**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (Fifteen) days from the date of its receipt by the Allottee 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 for rectifying the default, which if not rectified within 15 (fifteen) days from

the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be forfeited by the promoter.

82) ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

83) RIGHT TO AMEND

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

84) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

85) SEVERABILITY

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

85 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in

proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

86 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.

87 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, within a 15 days after the Agreement is duly executed by the Allottee 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.

88 The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

89 That all notices/Demand Notes/ Invoices/ Recovery Notes/Payment Recovery intimations/any other information to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

M/S. TAPASHREE PROPERTIES

(PAN No. AAMFT7967M)

Address :- 83/1 & 84/3, Main Road, Baner, Pune - 57

Notified Email ID:- salesparamount45@gmail.com.

Mob no-7447778700

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.

90 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.

91 Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

92 Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to theRERA.... Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

93 GOVERNING LAW : That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Civil Courts will have the jurisdiction for this Agreement

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

DUTY PARTICULARS

LOCATION: The said property is located at Baner in S.No. 83/1, 84/3 of city of Pune Municipal Corporation, as described in Sector 39/567, of the Annual Ready Reckoned,

2018-19, prescribed by the Town Planning and Valuation Department of Pune Municipal Corporation.

APPLICATION: The Agreement relates to the Residential Flat, under the Maharashtra Ownership Flats Act, 1963 are applicable. The stamp duty as provided for under the Bombay Stamp Act, 1958 on the market value is paid herewith.

VALUATION:

Prescribed - Carpet 58.81 sq.mt. x Rs. 75,338/- per sq.mt. = Rs. 44,30,628/-

Attached terrace - 13.10 sq.mt. x (40% of Rs. 75,338/-) i.e Rs. 30,135/- per sq.mt. = Rs. 3,94,769/-

Stilt parking space -12.07sq.mt. x Rs.(25% of Rs. 71,750/-) i.e. Rs. 17,938/- = Rs. 2,16,506/-

TOTAL = Rs. 50,41,903/-

Say Rs. 50,42,000/-

Total Amount

Rs. 50,42,000/-

Agreed Amount

Rs.

STAMP DUTY:

Rs.

Note (in the event of the prescribed value is more than the agreed price) The agreed rate is true and correct market price of the said Flat. The stamp duty on the difference between the agreed price and the value prescribed has been paid under protest.

SCHEDULE.I

All that piece and parcel of land laying & situated at village Baner, Tal. Havli. Dist pune. Which is situated within the limits or registration sub-district, taluka Haveli, Dist- Pune and which is situated within the local limits of Pune Municipal Corporation and bearing survey No. 83/1 and 84/3, of which the plot No. 1 within the sanctioned layout No. 693192/11/1591 dated 13/12/2011 totally admeasuring 2118.38 Sq.mtrs and which piece & parcel of property is bounded as follows:

East	...	Survey No.83/2 the property belong to Mukundrao Tukaram Tapkir
South	...	Amenity Space
West	...	Private Road
North	...	Survey No. 83/1, 84/3

SCHEDULE.II

(Description of the said "FLAT")

All that Residential Flat No.	:	
Building	:	
Carpet Area	:	58.81 sq.mt.
Attached Terrace	:	13.10 sq.mt.
Floor	:	
Stilt Parking	:	12.07 sq.mt.

in the Project known as "**45 Paramount**" Building being constructed on the plot 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.

Nitin S. Kokate, Advocate

“Venu” Bungalow, S. No. 120, Balaji Mandir Road, Off, Sus road, Pashan, Pune 411021

Date 18/09/2018

CERTIFICATE

I have investigated the title of the Owner to the property more particularly described in SCHEDULE.I, given above. I also caused the search to have been taken in respect of the said Land. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to

commence the construction of the building to the said Developer granted by the Pune Municipal Corporation.

On perusal of relevant documents and information, I am of the opinion that the said Land is free and marketable, and the Owner (as described in the title of this agreement above), are entitled thereto.

By virtue of the Development Agreement, the Developer is authorised, empowered, entitled to develop the said Land by constructing a building thereon, comprising of independent residential blocks, commonly referred to as the "Ownership scheme", and to enter into this agreement to sell.

sd/-

N.S. Kokate

Advocate

CONSENT LETTER BY THE PURCHASER

I, the Purchaser herein, do hereby accord my consent for the Developer to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said land (described in SCHEDULE.I written herein above) and/or building and/or structures on the said land and/or amalgamation of the said Land with any other land to which the Developer may be entitled to.

the Developer shall have and has retained all rights to amalgamate with the said PLOT any other abutting or adjoining piece/s of land to which it may be entitled to with all rights to use, utilise and consume the FAR/FSI originating from the physical area of the said PLOT so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations of City of Pune Municipal Corporation framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be. The developer / original owner have and has retain all rights to use the FSI generated from Amenity Space of the layout as per their choice on reaming portion of the land belong to original owner.

The Purchaser hereby, grants his/ her consent for change/ modification/ alteration of building plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Developer, including for using, utilising and consuming the FAR/FSI by way of TDR,

I, the Purchaser herein, further accord my "no objection" for the Municipal Corporation of City of Pune to accordingly pass such layout/s or plans, as may be submitted by the Developer. I, the purchaser herein, have no objection for the remaining construction of existing Building.

However, the construction of the said Flat agreed to be purchased by me shall not be adversely affected.

(Purchaser's Sign)

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

Parties	Signature
Saurabh Nandakumar Kokate / Nandakumar Shankarrao Kokate (for himself and duly authorized partner of M/s. Tapashree Properties under the power of attorney dated 06/05/2018 duly registered pm 07/05/2018, registered in the office of the Sub-Registrar, Haveli No. 15, at serial No. 5889/2018) M/S. TAPASHREE PROPERTIES (PAN No. AAMFT7967M) Seller/s	
Purchaser/s	
<u>Witnesses:-</u>	
1) Name : Dharendra Singh Address : Pimpri, Pune – 17	
2) Name : Radhika Rudrawar Address : Karve Nagar, Pune -52	

SPECIFICATIONS

- 0.8mt. X 0.8mt. / 0.60mt. X 0.60mt. VITRIFIED FLOORING FOR FLAT
- EARTHQUAKE RESISTANT RCC FRAMED STRUCTURE CONFIRMING TO IS CODE
- ACRYLIC EMULSION FOR INTERNAL WALLS AND CEMENT PAINT FOR OUTSIDE SURFACE
- TERRACES FOR LIVING / DINING AND MASTER BEDROOM & DRY BALCONY FOR KITCHEN
- HIGH QUALITY POWDER COATED ALUMINIUM SLIDING WINDOWS WITH M.S. GRILL AND MOSQUITO NET IN ALL BEDROOMS
- KITCHEN - GRANITE TOP WITH S.S. SINK AND PROVISION FOR WATER PURIFIER & EXHAUST FAN AND KITCHEN TROLLEY.
- FLUSH DOORS WITH LAMINATES AND BRANDED LOCKS.
- CONCEALED COPPER ELECTRICAL WIRING WITH BRANDED MODULAR SWITCHES. TELEPHONE ,T.V. POINT IN LIVING ROOM AND ALL BED ROOMS, AC PROVISION IN ALL BED ROOMS
- PROVISION FOR INVERTER
- BRANDED CP FITTINGS AND SANITARYWARE
- VIDEO DOOR PHONE
- SOLAR HOT WATER SUPPLY IN MASTER BATHROOM

COMMON AMENITIES FOR COMFORT & STYLE

- LANDSCAPED GARDEN/ PARTY LAWN AND CHILDREN PLAY AREA
- SWIMMING POOL & CLUB HOUSE WITH MINI GYM/OPEN COMMUNITY TERRACE/
AND COMMUNITY HALL
- EXCLUSIVE/BRADED RESIDENTS LIFT
- INTERCOM SYSTEM CONNECTING ENTIRE COMPLEX WITH
TELEPHONE CONNECTIONS
- RAIN WATER HARVESTING
- GENSET BACK-UP FOR LIFTS AND COMMON AREAS
- POSH ATTRACTIVE ENTRANCE LOBBY
- INTERNAL ROADS OF TRIMIX / PAVING BLOCKS WITH STREET LIGHTS AND
LANDSCAPING
LIGHTS WITH ENTRANCE GATE AND SECURITY CABIN.
- PROVISION FOR 24 HOURS WATER SUPPLY (PMC DRINKING & DOMESTIC
WATER).

Limited Common Areas and Facilities

1. Partition walls between the two units shall be limited common property of the said two units.
2. The ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and also the Develops/Promoter reserve the rights to allot the use of the open spaces at its discretion and as shown in the plan hereto annexed.
3. Covered / open scooter parks and car parks and terrace on top of building and portions there of will be allotted to specific unit purchaser/s by the Developer/promoter as per their discretion or retained by the Developers/ Promoter.
4. Terraces adjacent to the terrace flats and above the building shall exclusively belong to such respective flats if so specifically allotted by the Developers/ promoter.
5. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
6. Parking spaces under stilts of the building and parking spaces in open land shall be allotted to specific purchasers by the Developer / Promoter as per their discretion or may be retained by the Developers/ Promoter.
7. 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 exclusive or limited common use only as per the discretion and option of Developers/ Promoter.

(Description of the said “FLAT”)

All that Residential Flat No.	:	
Carpet Area	:	58.81 Sq.Mtr.
Attached Terrace / Sit Out	:	13.10 Sq. Mtr.
Floor	:	
Building/Wing No.	:	
East	:	
West	:	
South	:	
North	:	

NAME OF the Attorney at Law / advocate: Mr. Nitin s. Kokate
Address S.No. – 120, Pashan –Sus Road, Pashan , Pune – 411021.
Date :
NO.RE: 1633





