

Date: 10.12.2025

**AGREEMENT TO SELL**

**THIS AGREEMENT TO SELL** is made and executed at Pune on this \_\_\_\_\_ st day of the Month \_\_\_\_\_ of the year **2025**,

**BETWEEN**

**M/S. SWARAJ LANDMARKS LLP** (PAN: ADWFS9949M), incorporated and registered under the provisions of the Limited Liability Partnership Act 2008 at LLPIN: AAN-4172, having its registered office at 201, B. A. Gateway, Plot No.4, City Survey No.1620, Baner Road, Aundh, Pune - 411 007 (hereinafter referred to as the said "**LLP**") through its authorized designated partners,

**1. SAGAR RIKHABLAL BHANDARI,**

Age: 43 Years, Occ.: Business,  
Having office /at: 201,  
B A Gateway, Plot No. 4, CTS No.1620,  
Baner Road, Aundh, Pune 411007.

**2. PANKAJ LAKHAMSHI PATEL**

Age: 54 Years, Occupation: Business

Having Office at 201, B. A. Gateway, Plot No.4, CTS No. 1620, Baner Road, Aundh, Pune 411007. Hereinafter referred to as "**the said Promoter**" (which expression shall, unless it be repugnant to the context or the meaning thereof be deemed to mean and include its, legal representative/s, executors, assignors, administrators.) ...**OF THE FIRST PART.**

**AND**

**1) MR.\_\_\_\_\_**

Age: \_\_\_\_\_ years; Occupation: \_\_\_\_\_,  
R/at: \_\_\_\_\_.

**2) MRS.\_\_\_\_\_**

Age: \_\_\_\_\_ years; Occupation: \_\_\_\_\_,  
R/at: \_\_\_\_\_.

Hereinafter called and referred to as "**THE PURCHASER/ALLOTTEE/S**", (which expression unless repugnant to the context or meaning thereof, shall be deemed to mean and include the Purchaser/s alone and not nominee / assignees but in case of death of the Purchaser, the said expression shall be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) ...**OF THE SECOND PART.**

**WHEREAS** all those pieces of the land aggregating to 11629.46 sq.mt. Comprising of Plot No.54 (part) and Plot No.55) corresponding CTS number 4592/1 and 4592/2, situated in Hadapsar Industrial Estate in village Hadapsar of Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation is owned by the Promoter herein. (Which is more particularly described in **SCHEDULE - 1** and herein after called and referred as "**THE SAID PROJECT LAND**");

**AND WHEREAS AS** the Promoter as an owner entitle to develop the project land, more particularly described in **SCHEDULE - 1** given hereto (hereinafter collectively referred to as the said “**PROJECT LAND**”), under the instruments as mentioned below:

<b>Title of the document and dated</b>	<b>Parties</b>	<b>Document Number And Date</b>
Sale Deed dated 24/07/2020	Executed by Tata Power Company ltd through authorized signatory Mahir Bomi Mehata and Tata Consultancy Services Limited through authorized signatory Sachin Vasant Ratnaparakhi in favour of Sawraj Landmarks LLP Partnership Firm through its designated partners Sachin Rikhablal Bhandari, and Pankaj Lakhasi Patel	Haveli No.23, Reg. No. 8171/2020

**AND WHEREAS** the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS** the Promoter is in possession of the project land.

**AND WHEREAS** the Collector, Pune by its order bearing No. \_\_\_\_\_ granted nonagricultural permission in respect of the said land to the Promoter.

**AND WHEREAS** 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;

**AND WHEREAS** 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.

**AND WHEREAS**, the Promoter herein reserve the right to change the Architect and/or Structural Engineer and appoint a new Architect and/or Structural Engineer in their place, without infringing the rights of the Allottee/s;

**AND WHEREAS** by virtue of the Sale Deed dated 24/07/2020 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;

**AND WHEREAS** 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 Laxman thite AOP 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 thereunder;

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall 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.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** "**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.

**AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

The Promoters has declared that as per the sanctioned layout and building plan by Pune Municipal Corporation, Four buildings have been sanctioned on the said Project Land being;

**AND WHEREAS** the promoter has decided to develop the said Project “54 FLORES DRIVE” on the said Land in “PHASES”.

**AND WHEREAS** out of the said Project “54 FLORES DRIVE”, the Promoter decided that “PROJECT NO.1” called as “54 FLORES DRIVE PHASE 1” which shall consist of total 02 (Two) Buildings/Wings bearing Nos. “A” and “B” which are to contain Residential Flats and Commercial Shops,

<b>S.No.</b>	<b>Building</b>	<b>Particulars</b>
<b>1.</b>	<b>A</b>	B2+B1+Ground+Mezzanine/stilt1+stilt 2+Podium/1st floor + 23 floor
<b>2.</b>	<b>B</b>	B2+B1+Ground+Mezzanine/stilt1+stilt 2+Podium/1st floor + 23 floor

The Promoters have disclosed their plans to develop Building A and Building B as the First Phase, while Building C and Building D will constitute the Second Phase.

**AND WHEREAS** the Promoter has obtained Registration bearing No \_\_\_\_\_ dated \_\_\_\_\_ in respect of the said Project “54 FLORES DRIVE PHASE 1” from the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the said Act; a copy of the said Certificate is annexed herewith.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter have been annexed hereto and marked as **Annexure I**, 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 II**, The authenticated copies of the floor plan of the Apartment/Unit/Flat agreed to be purchased by the Allottee have been annexed hereto and marked as **Annexure III**, The authenticated copy of 7/12 extract annexed hereto and marked as **Annexure IV**, The Registration Certificate with RERA Authority annexed hereto and marked as **Annexure V**, The NA order bearing No. \_\_\_\_\_ annexed hereto and marked as **Annexure VI**. The Commencement Certificate bearing No. \_\_\_\_\_ dt. \_\_\_\_\_ - annexed hereto and marked as **Annexure VII**;

**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.

**AND WHEREAS**,

- a. The said promoter by the Deed of Mortgage 24.07.2020 registered with the Sub-Registrar, Haveli No.23 at serial No.8172/2020 on 24.07.2020 mortgaged the said Property to and in favor of Bajaj Housing Finance Limited as security for the loan availed by it.
- b. the Promoter availed the project loan from Bajaj Housing Finance Limited, for the said Project on the security of the said Project land as well as some

Residential and Commercial Units of Building A, B, C, D by Deed of Mortgage 11.11.2025 registered with the Sub-Registrar, Haveli No.15 at serial No. 26677/2025 on 11.11.2025 mortgaged the said Property to and in favor of Bajaj Housing Finance Limited as security for the loan availed by it.

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 the covered parking (*if applicable*).

**NOW THIS INSTRUMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Promoter shall construct the said Residential and Commercial building/s in following manner;

<b>Building / Wing- Number</b>	<b>Type</b>	<b>Particulars</b>
<b>A</b>	Residential +	B2+B1+Ground+Mezzanine/stilt
	Commercial	1+stilt 2+Podium/ 1st floor + 23 floor
<b>B</b>	Residential +	B2+B1+Ground+Mezzanine/stilt
	Commercial	1+stilt 2+Podium/ 1st floor + 23 floor

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.

- 1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. \_\_\_\_\_**, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto Flat more particularly described in '**SCHEDULE-II**' shown in the Floor plan thereof hereto for the consideration of **Rs. \_\_\_\_\_/-** including 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 '**SCHEDULE-II**' annexed herewith.
- 1(b) The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_/- only)**. **For the garage bearing Nos ..... admeasuring ..... sq. ft. having ..... ft. length x ..... ft. breath x.....ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout.**
- 1(c) The Allottee has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** and shall be deposited in RERA Designated

Collection Bank Account, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFSC Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

The Allottee hereby agrees to pay to the promoter the purchase price of the said Apartment, as detailed herein under.

54 Flores Drive			
PHASE 1 - BUILDING A AND B			
S.No.	State of Construction & Percentage	%	Amount in Rs.
1	At the time of booking.	10%	
2	At the time of the registration of the document.	25%	
3	Upon completion of the plinth	10%	
4	Upon casting of 1st floor slab of the building of the said apartment	4%	
5	Upon casting of 3rd floor slab of the building of the said apartment	4%	
6	Upon casting of 6th floor slab of the building of the said apartment	4%	
7	Upon casting of 9th floor slab of the building of the said apartment	4%	
8	Upon casting of 12th floor slab of the building of the said apartment	4%	
9	Upon casting of 15th floor slab of the building of the said apartment	4%	
10	Upon casting of 18th floor slab of the building of the said apartment	4%	
11	Upon casting of 21st floor slab of the building of the said apartment	4%	
12	Upon casting of Terrace slab of the building of the said apartment	3%	
14	Upon completion of flooring of the said apartment	5%	
13	Upon completion of internal Painting of the said apartment	5%	
15	Upon completion of the lift installation	5%	
16	At the time of Possession of the said apartment	5%	
	<b>TOTAL</b>	<b>100%</b>	

Out of the said purchase price, the Allottee/s partly paid an amount of Rs. \_\_\_\_\_/- to the promoter towards part payment of this presents. The payment and receipt whereof are hereby admitted and acknowledged by the promoter. The payment has to be made by A/c. payee Cheque /DD in the name of " \_\_\_\_\_" A/c No. \_\_\_\_\_ having \_\_\_\_\_.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of, Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Unit.

1(e) 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, 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, which shall only be applicable on subsequent payments.

(i) The installments of the amount agreed to be paid and payable by the Allottee to the Promoter as mentioned above, shall always be the essence of this agreement.

(ii) In case of default committed by the Allottee/s, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest on unpaid amount as per State Bank of India's highest Marginal Cost of Lending Rate plus two percent per annum from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law. Allottee/s shall be liable to pay the above referred interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as "the said Rule"), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.

(iii) The Allottee/s shall make payment of the price of the said amount and all other amount payable here under by duly drawn crossed a/c payee cheque/demand draft/ RTGS/ NEFT in the name of "**SWARAJ LANDMARKS LLP**" and/or in such other name as may be called upon by the Promoter from time to time.

(iv) The Allottee/s hereby agrees that if any cheque issued for payment of the price of the said amount and all other amount is dishonored, then in that circumstances the Allottee/s is liable to pay Rs.5000/- towards charges of dishonor of cheque.

(v) In view of newly inserted section 194-IA to the Income Tax Act,1961, coming in to force with effect from 01.06.2013 and the agreed price of the said Apartment being more than Rs.50 lakh, the Allottee/s shall deduct an amount equivalent to 1% of each installment agreed, and pay to the concerned exchequer to the credit of the Promoter.

(vi) Each installment paid by the Allottee/s to the Promoter shall be treated as interest free deposit, till the Allottee/s delivers TDS certificate together with evidence of such payment within a reasonable period of time.

(vii) On furnishing such TDS certificate and evidence of payment by the Allottee/s and on such payment is reflected on the exchequer web-site, the Promoter shall be deemed to have received such deducted amount.

(viii) In the event of failure on the part of the Allottee/s to comply with any of the terms above,

- the Promoter shall be at liberty to treat such failure as a breach of the essential term of this agreement by the Allottee/s,
- the Allottee/s shall be liable for any consequence flowing from such failure with cost,
- the Promoter shall be entitled to all remedies and recourse available to it in law, against the Allottee/s.

1(f) 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 Clause 1(a) of this Agreement.

1(g) 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.

2.1 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.

2.2 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 allottee's 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 instalment 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 herein above in "**Payment Plan**".

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 54199.93 square meters only and Promoter has planned to utilize Floor Space Index of 54199.93 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project.

The Promoter has disclosed the Floor Space Index of 27142.85 square meters proposed to be utilized by him on the project PHASE 1 for A and B building - B2+B1+Ground+Mezzanine /stilt 1+stilt 2+Podium/1st floor + 23 floor and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1.** 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.
- 4.2.** Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, 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 instalments, the Promoter shall at his own option, may terminate this Agreement:

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 instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- a) the Allottee/s shall cease to have any right or interest in the said Premises or any part thereof;
- b) the Promoters shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- c) the Promoters shall refund to the Allottee/s the amount till then paid by the Allottee/s to the Promoters towards purchase price with interest as per the said Rule after deducting therefrom:
  - i. 20% of the purchase price of the said Premises (which is to stand forfeited to the Promoters as liquidated damages)
  - ii. deduct TDS, GST and / or any other amount due and payable by the Allottee/s/s and / or paid by the Promoters in respect of the said Premises;
  - iii. the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Premises upto the date of termination of this Agreement;
  - iv. the amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
  - v. in the event of the said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit. However, in case if the Promoters receive a credit/ refund of the service tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoters to the Allottee/s without any interest thereon.
- d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoters shall not be liable to pay to the Allottee/s any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Stamp Duty, Registration Fees, GST or any other taxes etc. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.
- e) The Allottee/s/s agree that receipt of the said refund by cheque from the Promoters by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents, whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

5. 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 herein.

6. The Promoter shall give possession of the Apartment to the Allottee on or before **30/06/2029**. 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 at the same rate as may be mentioned in

the **Clause 4.1.** 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.

**7.1 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority **or completion of the construction of the said Unit** 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 fulfilment 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 Allottee's, 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.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:  
**If the Allottee/s fails to take the possession of the said Apartment within the stipulated time then the Allottee/s is/are liable to pay lumpsum amount of Rs.5000/- per month towards Apartment's internal maintenance charges from the date of the intimation of completion of construction of the said Apartment till the date of receipt of actual possession of the said Apartment. The Promoter will hand over the possession of the said Apartment only when the said amount is recovered by the Promoter from the Allottee/s. This term is essence of this Agreement.**

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 4.1, 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 4.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 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 in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of which it is sanctioned. He/She shall use the parking space only for purpose of keeping or parking vehicle.
9. 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 organisation 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. The Promoter shall form a single society for the entire project.  
**The Unit purchasers of Building/Wing No. A and B in Phase I will become members of the proposed society. Following the completion of Building/Wing No. C and D in Phase II, the unit purchasers of Building/Wing No. C and D will be admitted as members of the aforementioned society.**

- 9.1 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.
- 9.2 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.
- 9.3 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.

9.4 The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter the **Ad-hoc amount of Rs. \_\_\_\_\_** plus GST thereon towards common maintenance for a period of **\_\_\_\_\_ years**, from the date from which the Apartment is ready for possession or receipt of completion certificate or from the 8<sup>th</sup> day from the date of intimation from the Promoter to the Allottee/s to take possession of the concerned Apartment, whichever is earlier.

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 favour 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.

10.

- a.** The amount of the maintenance can be changed for maintaining the amenities, common areas etc. whenever found necessary to do so. Irrespective of the Allottee not taking possession of the said Apartment within the stipulated time called upon by the Promoter, the Allottee shall be liable to pay the routine maintenance and other maintenance deposit amount from the date of the intimation of completion of construction of the said Apartment.
- b.** The said amount shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter only for common maintenance of the buildings being constructed on the said Land. If the said amount is insufficient to meet the common maintenance expenses (as mentioned below), the Allottee/s hereby agrees to pay such additional amount within 7 days towards additional maintenance as and when demanded by the Promoter. The Allottee/s agrees to pay the maintenance amount till actual handover of the maintenance work to the proposed society. The Allottee/s agrees to pay/reimburse the differential maintenance amount in the event Promoter pays the differential amount and maintain the society.
- c.** The promoter shall apply for water connection to the concerned authority/body as per its norms, and it shall not be the responsibility of the Promoter, in case delay on part of the concerned authority/body to issue water connection or water supply or inadequate water supply. In such a case water shall be purchased by the tankers from the maintenance funds deposit. Even though the Promoter has to provide NOC to the concerned authority as per norms in that case also Promoter shall not responsible to pay charges towards water arrangement.
- d.** The Allottee/s shall maintain at his/ her own cost the said Apartment, facades, fittings, pipes, fittings, pipes, elevation, water supply connections or any of the erections in the bathroom as this may result in seepage of water and / or affect the strength of the structure.so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any. If any of such works are

carried out without the written consent of the Promoter / Developer, the Allottee/s shall not be entitled to the warrantee regarding the defect liability as mentioned hereinabove and the alleged defect liability of the Developer shall automatically stand extinguished.

- e.** The Allottee/s 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.
- f.** If any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ GST, 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/s. If however, the Promoter is constrained to pay such amount, Allottee/s shall reimburse it to the Promoter together with interest @ 18% thereon to the Promoter. There shall always be a charge of such amount on the said Unit.
- g.** The Allottee/s hereby, indemnifies the Promoter and the Apartment purchase organization from all such levies, cost and consequences arising there from at any point of time.
- h.** In the event of the Promoter being constrained to pay any Goods and Service Tax or any such levy referred to above, the Allottee/s shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 18% on such amount from the Allottee/s, if the Allottee/s fails to reimburse the same to the Promoter immediately. There shall be a charge of such amount on the said Apartment till its receipt by the Promoter.
- i.** The Allottee/s shall on demand, deposit with the Promoters his/her/their proportionate share towards the deposits and other miscellaneous expenses for installation of gas meter and/or for any other deposit / expenses to be paid by the Promoters to the Local Authority or Body concerned, including the MNGL., or any other energy/gas company and/or Corporation/ PMRDA and
- j.** It is clarified to Allottee/s that whenever the product regarding insurance of project and insurance of title will be available in the market or with the banks or with the financial institutions then in that circumstances the proportionate share towards the said insurance cost will be borne by the Allottee/s.

**11.** 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 Allottee's 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. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

## **12. 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 except those disclosed in the title report;
- 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] 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 Allottee's the Promoter shall handover lawful, vacant,

peaceful, physical possession of the common area of the structure to the Association of the Allottee's;

- 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.

**13. 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 colour 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 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. 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.
- x. 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.
- xi. 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.

xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour 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.

xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour 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.

xiv. The Allottee/s shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said 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/s under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

xv. The amenity space out of the said Land and/or any such land amalgamated with the said Land shall not form a part of the said land and/or any such land amalgamated with the said Land. It shall always remain the property of the Promoter to be dealt with in the manner it decides.

xvi. It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to grant and allot right to exclusive use any open space for garden; under stilt or open in the marginal open space, to any Apartment owner in the project, and the such Apartment Allottee/s shall be entitled for exclusive use thereof. The Allottee/s hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.

xv. All payments agreed to herein and otherwise required to be made by the Allottee/s otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee/s.

xvi. It is hereby agreed that the Promoters shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Apartment/Premises. The Promoters will be liable to bear the Municipal Assessment, if any, payable and that too only if the Corporation/ PMRDA refuses to grant the benefit of non-occupancy in respect of such unsold Apartment/Premises, but nothing else, till all such unsold un-allotted Apartment/ Premises in the said buildings are sold and disposed off/allotted by the Promoters and the Allottee/s/s thereof is/are put in possession thereof. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the

time to the Allottee/s by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by this Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

xvii. The Allottee/s hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Allottee/s and the Allottee/s has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper accordingly promoter shall inform allottee with proper intimation and take their prior consents if required by the authority.

xviii. Before taking possession of the said Premises, the Allottee/s will be liable to inspect the said premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Allottee/s will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said premises.

xix. The Promoter herein has made full and true disclosures to the Allottee/s as to the title of the Promoter in respect of the said Land, construction of the building on the said Land, consumption of additional FAR/FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said Land and such other matter relating thereto.

xx. As required by the Allottee/s the Promoter herein has supplied all information to the Allottee/s herein and he/ she is acquainted himself/ herself with all the facts as to the marketable title of the Promoter to the said Land, and the rights of the Promoter to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.

xxi. The Promoter herein has specifically informed to the Allottee/s and the Allottee/s herein is also well aware that the Promoter herein is developing the scheme on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer color scheme, terrace, windows, grills et cetera. The Allottee/s 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/s also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.

xxii. The Allottee/s are aware of the construction of said Apartment type. The Allottee/s shall not make any structural changes or alteration or

modification or cutting or chasing or core in any reinforced concrete structural member for any purpose in the Apartment and shall not alter or remove any RCC structure of said Apartment, and the building in which the same is situated. Similarly, the Allottee/s shall not change or alter or modify or remove elevation of the building. No changes in concealed electrical and plumbing work shall be done by the Allottee/s herein.

xxiii. Any such changes made in the said Apartment shall be the sole responsibility of the Allottee/s himself and the promoter shall be nowhere liable for any such changes done by the Allottee/s.

xxiv. The Allottee/s agreed to put all outdoor AC Apartment only on a service platform provided in toilets shaft by promoter.

xxv. The Allottee/s herein declares that in the project, the Promoter herein are providing advance technology/ amenities/ material/ plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety.

xxvi. If any of such works, modifications, alterations or rectifications are carried out without the written consent of the Promoters /Developer, the Allottee/s shall not be entitled to the warrantee regarding the defect liability and the alleged defect liability of the Promoters /Developer shall automatically stand extinguished.

xxvii. The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "54 FLORES DRIVE" along with the company's or brand name as per its own choice and at suitable place in the entrance of the building the names of the Apartment owners.

xxviii. It is hereby expressly agreed that the Promoters shall be entitled to sell all other premises in the said Buildings as also in the other structures that may hereafter be constructed on the said Property for any user as may be permitted by the Corporation or other concerned authorities and the Allottee/s thereof shall be entitled to use the said Premises agreed to be purchased by him/her/them accordingly. The Allottee/s shall not object to the user of the other premises in the said Buildings or in any other structure on the said Property for the aforesaid purposes by the respective Allottee/ss thereof.

xxix. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights of the Allottee/s hereunder granted in respect of the said Premises, the Promoters shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property and the said building/s and structure/s thereon at their sole discretion. The Allottee/s shall not interfere with the said rights of Promoters in any manner whatsoever. The Promoters shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said Property.

xxx. The Promoters shall be entitled to construct additional structures like fitness center, Electric Sub-station/s, office/s for Society, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s toilet Apartment for staff and domestic servants, septic tank/s soak pits, rainwater harvesting system etc. on the said Property. Subject however, to the permissions and sanctions for the same being granted by the Corporation.

xxxi. Notwithstanding anything contained anywhere in this agreement, the Allottee/s shall not:

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

14. 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.

15. 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.

**16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE -**

- (a) 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.
- (b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favor of such bank/s and/or financial institute and/or person for the loan.
- (c) The Allottee/s hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- (d) In the event of the Promoter availing such loan, the Promoter shall not be bound to send written intimation about availing of any such loan to the Allottee/s. However, the Promoter shall keep the Allottee/s duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

**17. 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 30 (thirty) 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 30 (thirty) 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 returned to the Allottee without any interest or compensation whatsoever.

**18. ENTIRE AGREEMENT**

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

**19. RIGHT TO AMEND**

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

**20. 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 Allottee's of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**21. SEVERABILITY**

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

**22. 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 Apartment in the Project.

**23. 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.

**24.** 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.

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

**Name of Allottee**

**(Allottee's Address) Notified Email ID:**

**M/s Promoter name**

**(Promoter Address) Notified Email ID:**

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

**26. JOINT ALLOTTEES**

That in case there are Joint Allottee's 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 Allottee's.

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

**28. 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 courts will have the jurisdiction for this Agreement.

**29. REAL ESTATE AGENT**

In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment.

**30. MISLLENIOUS**

- i. The Promoter has already disclosed their plan to develop the Buildings in a phase wise manner; the purchaser shall not object to any nuisance and/or noise and air disturbances that may occur due to construction activities at the project site. The Promoter will carry out the construction in phases and will offer selective amenities in accordance with these phases, which may result in delays in providing amenities as per the phased schedule. Nevertheless, the Promoter has committed to delivering all agreed-upon amenities prior to the completion of the entire project.
- ii. The promoter has implemented the "GEM Sustainability (Green) Certification Program" with the aim of encouraging environmentally friendly practices. The purchaser herein agrees to follow the guidelines as annexed herewith as **Annexure "A"**.
- iii. Except otherwise provided herein, or the next context otherwise requires, this agreement shall always be subject to the provisions of the real estate regulation Act, 2016.

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**SCHEDULE-I**  
**HEREINABOVE REFERRED TO**  
**(Description of the said "PROJECT LAND")**

All those pieces of the land aggregating to 11629.46 Sq.Mtrs. comprising of **Plot No.54 (part)** and **Plot No.55** out of sanctioned sub-division layout of Survey Nos.112-1A (Old Survey Nos. 112-Ab, 113, 114, 117, 118, 119, 122A, 123, 269B, 297A and 318 ) corresponding CTS number 4592/1 and 4592/2, situated in Hadapsar Industrial Estate in village Hadapsar of Taluka Haveli, District Pune, (hereinafter referred to as the said "**PROJECT LAND**") are owned by the Promoter/Owner herein.

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**SCHEDULE-II-**  
**HEREINABOVE REFERRED TO**  
**(Description of the said "Unit")**

Name of Project	<b>54 FLORES DRIVE</b>
Phase No.	<b>54 FLORES DRIVE PHASE 1</b>
Building	
Floor	
Area	Sq.Mtrs. Carpet area,
Open Balcony	admeasuring _____ Sq. Mtrs,
Enclosed Balcony	admeasuring _____ Sq. Mtrs,
Allotted Parking space	Together with the exclusive right of user of the car parking space/s as mentioned below:-
	<p>_____ No's Covered Car Parking Space bearing No. _____ admeasuring 12.50 sq.mtrs. i.e. equivalent to 134.55 Sq.Ft. having 5.00 m length x 2.50 m breadth x 2.40 m. vertical clearance"</p> <p style="text-align: center;">OR</p> <p>_____ No's Covered Car Parking Space bearing No. _____ admeasuring 10.35 sq.mtrs. i.e. equivalent to 111.40 Sq.Ft. having 4.50 m length x 2.30 m breadth x 2.40 m. vertical clearance"</p>

Described in the "**SCHEDULE-I**" written hereinabove.

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

**SWARAJ LANDMARKS LLP**  
**1.SAGAR RIKHABLAL BHANDARI**

**2.PANKAJ LAKHAMSHI PATEL**

(through its authorized designated partners, of and for Swaraj Landmarks LLP; the Purchaser)

<b>Photograph</b>	<b>LHTI</b>	<b>Signature</b>
<b>Photograph</b>	<b>LHTI</b>	<b>Signature</b>
1. _____ 2. _____ <b>(the ALLOTTEE/S)</b>		
<b>Photograph</b>	<b>LHTI</b>	<b>Signature</b>
<b>Photograph</b>	<b>LHTI</b>	<b>Signature</b>
<b>WitnessNo.1</b>		<b>WitnessNo.2</b>
Sign: Name: Add:	Sign: Name: Add:	

**ANNEXURE - I**

Dhanraj B. Chavan, Advocate  
 Flat No.2, Building No.10,  
 Baner Road, Aundh, Pune 411 007

**Title Certificate**

I have caused search to have been taken relating to, and investigated the title of the Promoter to the said Land (described in **SCHEDULE.I** above) by perusing relevant documents relating thereto, and furnished the title report dated 04.12.2025,

As stated in the said title report, I am of the opinion that

- (a) the said Land is free and marketable,
- (b) the Promoter is entitled to develop the said Land by constructing a building/s thereon, comprising of independent Units for residence and commerce, and to enter into this agreement to sell with the intending purchaser.

Sd/-  
Advocate

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<b>ANNEXURE II</b>
<b>SPECIFICATIONS</b>
<b>GROUND COMMERCIAL</b>
<b>(For Commercial Units)</b>
<b>RCC AND STRUCTURE</b>
Earthquake resistant RCC structure as per seismic design.

Cladding/external texture as per aesthetic
Bare shell units (walls & floors in basic condition)
<b>WALLS</b>
AAC block work
<b>PLASTER</b>
Internal gypsum finish plaster
<b>Paint</b>
Internal- Jotun or Equivalent Acrylic Emulsion paint for walls and ceiling
<b>Plumbing</b>
Concealed CPVC and UPVC piping (Astral or equivalent)
Designer dado tiles in all toilets up to lintel level
CP fitting make Toto / Kohler / Jaquar or equivalent
<b>Flooring</b>
• 1200mm x 800 mm or equivalent vitrified tiles in complete shop
• 600mm x 600 mm or equivalent - Antiskid tiles in bathrooms
<b>Doors / Windows</b>
main doors – glass doors with MS Rolling shutter
bath room doors - Laminated flush door with HDF engineered frame with provision of Exhaust fans
<b>Electrification</b>
Concealed copper wiring with circuit breakers
Premium modular switches of Legrand / Schneider or Equivalent
Adequate electrical points
Provision for A/C
Provision for inverter
WI-FI point provision
Electrical point for shop's signage board.
Premium range of modular electrical switches and sockets
<b>Common Amenities</b>
Fire fighting system with sprinklers and smoke detectors as per fire norms
24 Hours surveillance by CCTV cameras in designated common areas
dedicated space provision of signage's for each shop

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OR

<b>ANNEXURE II</b>
<b>SPECIFICATIONS PHASE 1 - BUILDING A AND B</b>
<b>(For Residential Units)</b>
<b>Entrance Lobby (Ground floor)</b>
• Decorative ceiling with LED lights
• Door controlled by automation system

<ul style="list-style-type: none"> <li>• Air-conditioned lobby</li> <li>• Marble \ granite flooring and cladding</li> </ul>
<b>RCC</b>
<ul style="list-style-type: none"> <li>• Earthquake resistant structure as per seismic design.</li> <li>• ALUFORM construction technology</li> </ul>
<b>Paint</b>
<ul style="list-style-type: none"> <li>• External- Texture surface and Top coat acrylic paint</li> <li>• Internal- Jotun or Equivalent Acrylic Emulsion paint for walls and ceiling</li> </ul>
<b>Plumbing</b>
<ul style="list-style-type: none"> <li>• Concealed CPVC and UPVC piping (Astral or equivalent)</li> <li>• provision for washing machine and dish washer in dry balcony</li> </ul>
<b>Kitchen / Dry balcony</b>
<ul style="list-style-type: none"> <li>• Scratch resistant SS Kitchen sink with double Bowl (Franke or equivalent)</li> <li>• Engineered stone white - 15mm - Top kitchen platform and dado</li> <li>• Gas leak detector system</li> <li>• Provision for Reticulated piped gas system</li> <li>• 4' height tiles in dry balcony</li> </ul>
<b>Balconies / Sit out</b>
<ul style="list-style-type: none"> <li>• S S Railing with Laminated Toughened glass</li> <li>• Wooden finish flooring tiles</li> <li>• Drain channels in sit out area</li> <li>• False Ceiling with Lights</li> </ul>
<b>Bathrooms</b>
<ul style="list-style-type: none"> <li>• Exclusive bathrooms with designer premium sanitary ware (Toto /Kohler / equivalent)</li> <li>• CP fitting make Toto / Kohler / Jaquar or equivalent</li> <li>• Shower partition in all ensuite bathrooms and shower enclosure in master bathroom</li> <li>• Designer dado tiles in all bath rooms up to lintel level</li> <li>• Counter washbasin in all bathrooms</li> <li>• False ceiling in all bath rooms</li> </ul>
<b>Doors / Windows</b>
<ul style="list-style-type: none"> <li>• main door - 40mm thk laminated HDF flush door with engineered frame and Digital lock of Godrej / Ozone / Equivalent</li> <li>• internal door - 34 mm thk laminated HDF flush door with engineered frame with mortise locks</li> <li>• Bathroom door - 34 mm thk Laminate flush door with HDF engineered frame</li> <li>• System window and sliding door with mosquito mesh of Jindal or Equivalent</li> <li>• 15mm tile frame in windows and sliding door</li> </ul>
<b>Flooring</b>
<ul style="list-style-type: none"> <li>• 1200mm x 800 mm vitrified tiles in complete apartment</li> <li>• 1200mm x 600 mm - Antiskid tiles in bathrooms</li> <li>• 200mm x 1200 mm - Antiskid tiles in Balconies / Sit out</li> </ul>
<b>Electrification</b>
<ul style="list-style-type: none"> <li>• Concealed copper wiring with circuit breakers</li> <li>• TV point in living &amp; ensuite bedrooms</li> <li>• Premium modular switches of Legrand / Schneider or Equivalent</li> <li>• Adequate electrical points for appliances in Kitchen</li> </ul>

• Shuttered plug socket to avoid accidental contact
• Provision for A/C in all bedrooms, living / dining
• 3-Phase connection for all flats
• 2-way light and fan switches in all-Bedrooms
• Concealed foot lamps in all Bedrooms
• Provision for inverter in complete apartment
• Service slab Provision for ODU for each apartment
• WI-FI point provision in living passage area
<b>Automation &amp; Security</b>
• digital lock with VDP
• Motion sensor lights in entrance foyer and all bathrooms in apartment
• Premium range of modular electrical switches and sockets in apartment
• alexa enabled switches in living/dining with fan regulator
<b>Common Amenities</b>
• High Speed elevators with Auto Rescue Device (ARD)
• Energy efficient LED lighting at designated common areas
• Power backup for elevators
• Garbage chute for easy disposal of waste
• Washroom facility for domestic help in parking area
• 24 Hours surveillance by CCTV cameras in designated common areas
• Advanced secure firefighting system
• Public address system in entire flat and Lobby
• Sprinkler system in entire building including parking's as per fire norms
• CCTV provision in lifts
• Motion sensor lights in all typical lift lobbies
• 3-tier security
• Fire fighting system with sprinklers and smoke detectors in apartment as per fire norms

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ANNEXURE III						
PHASE 1 - BUILDING A AND B						
A) Description of the common areas provided:						
	Type of Common areas provided	Proposed Date of Occupancy Certificate	Proposed Date Of handover for use	Size /Area of the Common areas provided		
1	open space on ground	At the stage of completion of Phase-2	At the stage of completion of Phase-2	1000.76 sqm		
B) Facilities/amenities provided/to be provided within the building including in the common area of the building:						
	Type of facilities /amenities provided	Phase name /number	Proposed date of Occupancy certificate	Proposed Date of handing over to the Society	Size/area of the facilities/amenities	
1	multi purpose gym	Phase 2	At the stage of completion of Phase-2	At the stage of completion of Phase-2	200.00 sqm	
2	yoga room				35.00 sqm	
3	mini theatre				55.00 sqm	
4	grand reception lobby at every 4 building				200.00 sqm	
5	spa with salon				35.00 sqm	
6	gaming room				35.00 sqm	
7	society office with Conference table				60.00 sqm	
8	indoor games				110.00 sqm	
9	Poker room with lounge seating and bar counter				85.00 sqm	
10	hobby room				45.00 sqm	
11	Kids creche				75.00 sqm	
12	ladies and gents toilets adjeccent to swimming pool				65.00 sqm	
13	pet washroom				10.00 sqm	
C) Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:						
	Type of facilities/amenities provided	Phase name	Proposed date of Occupancy certificate	Proposed Date of handing over to the Society	Size/area of the facilities/amenities	
1	multipurpose lawn (10x15m)	Phase 2	At the stage of completion of Phase-2	At the stage of completion of Phase-2	on ground within area of 1000.76 sqm	
2	amphitheatre					
3	small stage for event					
4	seating area					
D) The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/to be provided with in the plot and/or within the layout:						
	Type of Open Spaces (RG/PG) to be provided	Phase name and number	Size of Open spaces to be provided	Proposed date of availability for use	Proposed Date of handing over to the Society/common organization	
RG						
1	open space on ground	Phase 2	1000.76 sqm	At the stage of completion of Phase-2	At the stage of completion of Phase-2	
PG						
1	Sunset hanging seaters	Phase 2	3500.00sqm	At the stage of completion of Phase-2	At the stage of completion of Phase-2	
2	resting corners					
3	spill out play area					
4	outdoor kids play area					
5	seating alcove					
6	coffee lounde deck					
7	parents seating lounge					
8	kids splash pool					
9	Lap pool					
10	multipurpose deck					
11	fitness/Yoga lawn					
12	garden lounge					
13	jogging loop					
E) Details and specifications of the lifts:						
	Type Lift(passenger/service/stretcher/goods/fire evacuation/another	Total no. of Lifts provided	Number of passenger or carrying capacity in weight(kg)	Speed (mtr/sec)		
1	PASSENGER LIFT	2 Lift per building	15 nos	1.50 MPS		
2	FIRE/STRECHER LIFT	1 Lift per building	15 nos	1.50 MPS		

**LIST OF ANNEXURES**

<b>Annexure-I</b>	Title Certificate
<b>Annexure-II</b>	Specifications And Amenities
<b>Annexure-III</b>	Extract Of 7/12
<b>Annexure-IV</b>	Commencement Certificate
<b>Annexure- V</b>	The Concerned Extract Of The Approved Floor Plans
<b>Annexure-VI</b>	Registration Certificate With RERA Authority
<b>Annexure-VII</b>	The Copy Of Non Agriculture Use Of The Said Land
<b>Annexure-VIII</b>	The Copy Of Sanctioned Layout Plan

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#### **ANNEXURE -A**

Guideline for interior furniture work:

A. Use engineered wood products such as medium-density fibreboard (MDF), Low-density Fibreboard (LDF), and Plywood for making door frames, doors, and furniture as applicable.

B. Wood should be free from urea formaldehyde resin.

Guideline for Interior Finishes: Limiting VOC content in interior paints, adhesives, sealants, and coatings to protect indoor air quality and occupational health.

Architectural paints and coatings must not exceed the following limits.

Flat paints – 50 gm/lit less water

Wood – 30 gm/lit less water

Tile- 65 gm/lit less water

Anti-corrosive/Anti-rust paints-250 gm/lit less water

Guideline for split AC systems:

While installing any unitary and split AC systems it should be BEE 5-star rated.

Guideline for Internal Lighting fixtures:

Interior lighting installed in individual units should be energy efficient to reduce the overall interior lighting load. Preferably, Light Emitting Diode ("LED's") can be installed. The Lighting Power Density ("LPD") for individual units should not exceed 6 watts per square meter.

Mechanical Ventilation system:

A. While installing any HVAC system, the Licensee must follow the minimum fresh air ventilation requirements as per ASHRAE standard 62.1- 2010 and it should be Chlorofluorocarbon (CFC) free HVAC and refrigeration systems in the project. (if applicable)

B. Install a permanent carbon dioxide (CO<sub>2</sub>) monitoring and alarm system to ensure the adequate supply of outside fresh air at all times.

A CO<sub>2</sub> sensor can be installed at the return air duct/ path. The CO<sub>2</sub> level should not exceed 900 parts per million ("ppm").

C. Install outside fresh air filtering media with at least MERV 8 (Minimum Efficiency Reporting Value) or higher rating, in the fresh air unit supplying outside air to air handling units (AHUs) or fan coil units (FCUs). MERV 8 or equivalent filters can also be installed at the fresh air intake points of AHUs or FCUs as applicable. (if applicable)

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