

AGREEMENT TO SELL

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

between

DEVELOPER / PROMOTER	M/S. ANSHUL SIDDHI PROMOTERS AND BUILDERS, a partnership firm, registered under the Indian Partnership Act, 1932 represented by its duly authorized partner DEEPAK VILASRAO JAGTAP	
Age/ occ	46 years	Business
Address	501 Karan Tej Bonita, CTS No.1187/16, Plot No.549/15, off Ghole Road, Pune 411 005	
PAN	_____	
Web site/ E- mail	www. _____. Com	_____ @ _____

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

and

ALLOTEE / PURCHASER		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/e- mail		

ALLOTEE / PURCHASER		
Age/ occ		
PAN/ Aadhaar		
Residing at		
Mobile/e- mail		

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

and

Owners/ Consenting Party	(1) Sou. Padma Bharat Parmar, Age - 51, Occupation: Agriculturist and Business 2) Sou. Padma Subhash Mutha, Age - 61, Occupation: Agriculturist and Business 3) Sadashiv Rama Banjan, 4) T Narayan Mallya, Shankar Mahadevan, 5) B Vyankatrmani, 6) Subhash Vishnu Joshi, 7) Ajay Gajanan Ghogardare, 8) Sachin Sudhakar Sorate and Tushar Sudhakar Sorate through their Power of Attorney holder Abhijit Manikrao Through their constituted Power of Attorney Holder-M/S. Anshul Siddhi promoters and Builders, A regd. partnership firm, having it'sOffice at 501, Karan - Tej Bonita, CTS No. 1187/16, Plot No. 549/ 15 off Ghole Road, Shivajinagar, Pune - 411 005 Through it's
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	authorized partner-SHRI. DEEPAK VILASRAO JAGTAP, Age - 40, Occupation Business, of 501 Karan Tej Bonita, CTS No.1187/16, Plot No.549/15, off Ghole Road, Pune 411 005
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... hereinafter referred to as "OWNERS OR/AND THE CONSENTING PARTY"...hereinafter called as the "OWNER", which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns, ...of the ONE PART,

#### W H E R E A S,

- a. the portion admeasuring Hectare 01.0725 Ares out of Survey No. 226/1B total admeasuring 1 Hectare 43 Ares was purchased by Padma Bharat Parmar and Padma Subhash Mutha from Sulbha Pandurang Mane, by sale deed dated 23.04.2001, registered in the office of Sub- Registrar Mulshi at the serial No. 2421/ 2001 on the same day, thereafter said Padma Bharat Parmar and Padma Subhash Mutha was granted development rights to Developer/Promoter by Development Agreement and Power of Attorney registered in the Office of Sub Registrar Haveli No.17 at the serial No. 3808/2005 and 3809/2005 on the same day and the portion admeasuring Hectare 0.3575 Ares was purchased by Developer/Promoter by sale deed dated 24.01.2011 registered in the Office of Sub Registrar Haveli No. 11 at the Sr.No.822/2011 on the same day, said effect was recorded vide mutation entry no. \_\_\_\_\_ to the record of rights thereof,
- b. the Sadashiv Rama Banjan, T Narayan Malliya, Shankar Mahadevan, B Vyankatrmani, Subhash Vishnu Joshi, Ajay Gajanan Ghogardare through their Attorney Holder and Consenting Party Vinayak

Murlidhar Patil by Development Agreement and Power of Attorney both dated 27.04.2006 and 13.07.2006, both registered in the Office of Sub Registrar Haveli No.20 at the Sr. No. 5074/2006 and 5075/2006 on 13.07.2006, of portion admeasuring 11.75 Ares out of Survey No.226/1C/1 in favour of Sambhaji Hanumant Thorave, thereafter said Sambhaji Haumnat Thorave by Development Agreement and Power of Attorney both dated 09.08.2006, registered in the Office of Sub Registrar Haveli No.15 at the Sr.No. 6154/2006 and 6155/2006 on 31.08.2006, agreed to assign of development rights of portion admeasuring 11.75 Ares out of Survey No.226/1C/1 to M/s Siddhi Karan Promoters and Builders. The said Mangal Krishna Jagtap sold her portion admeasuring 2.25 Ares out of Survey No.226/1C/1 to the Developer M/s Anshul Siddhi Promoters and Builders, by Sale Deed dated 25.04.2013, registered in the Office of Sub Registrar Haveli No.19 at the Sr.No.5457/2013 on the same day, said effect was recorded vide mutation entry No. 14294 dated 31.05.2013 to the record of rights thereof.

- c. the Jalandar Sampatrao Wable, Shivaji Balasaheb Date, Balkrishna Kashinath Shitole, Dharamji Pandurang Sable, Ajit Ramesh Wathare and Suresh Jaysingrao Rannavare sold Survey No.226/1C/2 admeasuring 13 Ares to the Developer M/s Anshul Siddhi Promoters and Builders, by Sale Deed dated 18.10.2011, registered in the Office of Sub Registrar Haveli No.19 at the Sr.No.10151/2011 on 19.10.2011, said effect was recorded vide mutation entry No. 13561 dated 08.11.2011 to the record of rights thereof, said Jalandar Sampatrao Wable, Shivaji Balasaheb Date Balkrishna Kashinath Shitole, Dharamji Pandurang Sable, Ajit Ramesh Wathare and Suresh Jaysingrao Rannavare also executed Power of Attorney dated 18.10.2011, registered in the Office of Sub Registrar Haveli No.19 at the Sr.No.10152/2011 on

19.10.2011, in favour of M/s Anshul Siddhi Promoters and Builders,

- d. said Chandrakant Anant Kaspate sold Survey No.226/1C/3 admeasuring 13 Ares to various purchasers by Sale Deed dated 04.06.1997, registered in the Office of Sub Registrar Mulshi at the Sr.No.2813/97, 2814/97, 2815/97 and 2816/97, Chandrakant Bhalchandra Wadekar, admeasuring 3.25 Are, Sachin Sudhar Sorate and Tushar Sudhakar Sorate admeasuring 3.25 Are, Kailas Mahadev Bhambardekar, admeasuring 3.25 Are, Vilas Sadashiv Kamthe, admeasuring 3.25 Are, and Manohar Nivruti Kamthe admeasuring 3.25 Are, said effect was recorded vide mutation entry no.6937, 6938, 6842, 6843 to the record of rights thereof, thereafter said Chandrakant Bhalchandra Wadekar sold portion admeasuring 3.25 Ares to Ashok Govind Kale and Mrs. Nirmala Ashok Kale by Sale Deed dated 04.11.2000, registered in the Office of Sub Registrar Haveli No. 9 at the Sr. No. 5158/2000 on the same day, said effect was recorded vide mutation entry no.8490 to the record of rights thereof, thereafter said Ashok Govind Kale and Mrs. Nirmala Ashok Kale by Development Agreement and Power of Attorney both dated 09.02.2005, registered in the Office of Sub Registrar Haveli No.17 at the Sr.No.869/2005 and 870/2005 on the same day, granted development rights of said portion admesuring 3.25 Ares to M/s R K Lunkad Housing Corporation partnership Firm thereof, thereafter said Ashok Govind Kale and Nirmala Ashok Kale through their power of attorney holder M/s R K Lunkad Housing Corporation partnership Firm sold said portion to M/s Anshul Siddhi Promoters and Builders by Sale Deed dated 25.02.2013, registered in the Office of Sub Registrar Haveli No.17 at the Sr.No.2514/2013, said effect was recorded vide mutation entry no. 14211 dated 13.03.2013 to the record of rights thereof. said Vilas Sadashiv Kamthe and Manohar Nivruti Kamthe sold portion

admeasuring 3.25 Ares to Mrs. Shilpa Manohar Sasane by Sale Deed dated 31.12.2009, registered in the Office of Sub Registrar Haveli No. 19 at the Sr. No.870/2010 on the same day, said effect was recorded vide mutation entry no.12707 dated 28.07.2010 to the record of rights thereof, thereafter said Shipa Manohar Sasane sold said portion to M/s Anshul Siddhi Promoters and Builders by Sale Deed dated 20.02.2013, registered in the Office of Sub Registrar Haveli No.4 at the Sr.No.1541/2013, said effect was recorded vide mutation entry no.14210 dated 13.03.2013 to the record of rights thereof. Said Sachin Sudhakar Sorate and Tushar Sudhakar Sorate by Development Agreement and Power of Attorney both dated 17.03.2006, lodge for registration in the Office of Sub Registrar Haveli No.15 on 20.03.2006 at the Sr.No.2153/2006 and 2154/2006 on the same day, granted development rights to Abhijit Manikrao Jagdhande of portion admeasuring 3.25 Ares out of Survey No.226/1C/3, said Kailas Mahadev Bhamburdekar also sold portion admeasuring 3.25 Ares to M/s Anshul Siddhi Promoters and Builders by Sale Deed dated 20.07.2012, registered in the Office of Sub Registrar Haveli No.19 at the Sr.No.8358/2012 on the same day, said effect was recorded vide mutation entry no. 14000 dated 22.08.2012 to the record of rights thereof,

- e. the Developer Promoter have right to develop the land bearing (i) Survey No. 226/1B 1 Hectare 43 Ares (ii) (i) Survey No.226/1C/1 admeasuring 14 Ares, (iii) Survey No.226/1C/2 admeasuring 13 Ares and (iv) Survey No.226/1C/3 admeasuring 13 Ares, total admeasuring 01 Hecatare 83 Ares of Wakad, Taluka Mulshi, Dist Pune and within the limits of Pimpri Chanchwad Municipal Corporation, more particularly described in the SCHEDULE-1, herein after referred as the said land.
- f. the said Lands bearing (i) Survey No.226/1C/1, (ii) Survey No.226/1C/2, (iii) Survey No.226/1C/3, has been demarcated by

the Asst. Superintendent of Land Records of Pimpri Chinchwad Municipal Corporation, under the Maharashtra Land Revenue (Boundaries and Boundary Marks) Rules, 1969, framed under Chapter-IX of the Maharashtra Land Revenue Code, 1966, vide Mojani Register No. : Very Urgent *Mojni* Register No. 3183 demarcated on 16.11.2013

- g. the Siddhi Karan Promoters and Builders a partnership firm had changed the firms name, its place of business though its partner Shri Deepak Vilasrao Jagtap in the office of Registrar of Firms by this now the Firm's new name is M/S. Anshul Siddhi Promoters and Builders with effect from 22 /02/2010 .
- h. as per the sanction Development Plan of Pimpri Chinchwad Municipal Corporation shown in the residential zone including the said lands. This is witnessed by Zone Certificate No.1585/2011 dated 02.02.2011 issued by the Assistant Director Town Planning Pimpri Chinchwad Municipal Corporation of Survey No.226 of village Wakad,
- i. the project on the said entire land of residential buildings consisting of various wings and/or apartments therein for residential uses, together with exclusive facilities as appurtenant thereto (*if so specifically shown*) of balconies, attached terraces, parking spaces; covered and/or open, common facilities for recreation and essential supplies, being undertaken in phased manner, consumption of basic Floor Space Index ("FSI") on the various Plinths, so also additional such FSI by way of payment of premium, transferable development rights ("TDR") or otherwise, specifications of development and construction of building/s and Apartments, broad time-line for progress and completion of the said ownership project (*subject to force majeure and circumstances beyond the control of the Developer/ Developer/*

Promoter) the particulars whereof, as proposed have been enumerated in ANNEXURE-1 given hereto,

- j. the Developer/ Promoter thus, is entitled to develop the said Land in phase wise, construct multi-storey building/s on various Plinths bear Numbers, A B, C, D, E, F, G, H, I and J thereon as per building layout and sanction plan sanctioned on 18.05.2016 vide CC No.BP/layout/Wakad/84/16 and to dispose of the same by sale or otherwise transfer to the intending purchasers/ allottees and to receive, collect and appropriate the returns thereof from them,
- k. statutory compliances pertaining to the development of the said plot are as enumerated below:

RERA	No._____, dated _____ under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 ("RERA" hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RULES" hereinafter) with the Real Estate Regulating Authority, Maharashtra ("MAHA RERA" hereinafter), a copy whereof is appended hereto.
Zone	Zone Certificate No.1585/2011 dated 02.02.2011 issued by the Assistant Director Town Planning Pimpri Chinchwad Municipal Corporation of Survey No.226 of village



	Wakad
Construction	Commencement certificate No. BP/Wakad/84/2016 dated 18.05.2016, under Development Control and Promotion Regulations 2017 for Pimpri Chinchwad Municipal Corporation framed under the Maharashtra Regional and Town Planning Act,1966, a copy whereof is appended hereto, together with specifications and conditions laid down therein.
Land use	Vide No. PMA/ NA /SR/ 633/11 dated 17/01/2012, for non-agricultural use of *residence/ *commerce by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code,1966, subject to conditions laid down therein, a copy whereof is appended hereto for the said land bearing Survey No.226/1B and Promter/Developer also applied to the Collectorate Pune for non agriculture use of Survey Numbers 226/1C/1 to 3 total admeasuring 40 Ares by application dated 05.07.2016, said Application in process.
Completed Buildings	A, B,C, D, E and F
Subject Plinth	The Pimpri Chinchwad Municipal Corporation sanctioned Building No.G on the Entire land including Plinth Area admeasuring 298.75 sq.mt. and FSI admeasuring 1983.52 sq.mt. to be consumed on the said Plinth, which is the subject matter of this Project, more particularly described in the SCHEDULE-2, herein after referred as the said Plinth.

Separate Project Account	Presently at _____ bank
Separate Project Maintenance Account	Presently at _____ bank

- I. the following professional consultants have been appointed by the Developer/ Developer/ Promoter for the ownership project on the said Land:

Architect	Name M/S. Fourth Dimension, Architects Private Limited Address :-1, Namdhan, Lane no.5, Prabhat road, Deccan Gymkhana, Pune-411004 Registered with the Council of Architecture who has/ have dawn the plans for construction of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	Name M/S V M Consultants Private Limited Address : Gaurinandan Plot No. 76/13, Shantisheela Society ,near FTII, Law College Road, Erandawane, Pune 411004 who has/ have drawn the plans of structural design of the building/s on the said Plot, a copy of the appointment letter and acceptance whereof is appended hereto.
Advocates	S. V. Kolsepatil, Advocate Address 206, 3 <sup>rd</sup> Floor, Lunawat Plaza, Shivajinagar, Pune 411005

	<p>Registered with the Maharashtra Bar Council under the Advocates Act,1961 who has issued title report pertaining to the Survey No.226/1B</p> <p>and</p> <p>H.N. Jagtap, Advocate</p> <p>Roll No.: MAH/519/1988</p> <p>Address Shree Ameya Apartment 1187/37 Shivajinagar, Kanitkar Path Off Ghole Road, Pune 411005</p> <p>Registered with the Maharashtra Bar Council under the Advocates Act,1961 who has issued title report pertaining to the said land bearing 226/1C/1 to 3</p>
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- m. the Developer/Promoter accordingly, commenced and completed the Building No.A, B, C, D, E and F and handover possession of respective flat in the said buildings to the respective flat purchasers, the Pimpri Chinchwad Municipal Corporation issued Completion Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ in respect of Building No.A, B and C, and Completion Certificate No. \_\_\_\_\_ dated \_\_\_\_\_ in respect of Building No.D, E and F in the said Project. said entire land and construction of building No. G in a phased wise manner thereon,
- n. the Developer/ Promoter gave inspection of all documents pertaining to development of the said Plinth to the Allottee/ Purchaser/ Purchaser, as specified under the provisions of the Real Estate (Regulation and Development) Act,2016 ("RERA" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as also the Maharashtra Ownership Flats

Act,1963 ("MOFA") r/w the Rules framed thereunder, so also annexed herewith self authenticated copies thereof, as ANNEXURE-2 (colly),

- o. the Allottee/ Purchaser agreed to purchase from the Developer/ Promoter all that residential Flat together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces; covered, more particularly described in SCHEDULE-3 given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "APARTMENT") for the price and other payables as hereinafter mentioned,
- p. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 13 of RERA, as under:

THEREFORE, THIS AGREEMENT WITNESSETH:

- (a) The Developer/ Promoter shall develop the said Plinth (described in SCHEDULE-2) and construct the building/s thereon, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- (b) The Allottee/ Purchaser hereby agrees to purchase from the Developer/ Promoter and the Developer/ Promoter hereby agrees to sell to the Allottee/ Purchaser the said Apartment (described in SCHEDULE-3) for the lump sum aggregate price of Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) (*subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act,1961 if so applicable*), partly paid and the balance payable as hereinafter mentioned.

(c)

Sr	Amount (Rs)	Particulars
1	Rs. _____	10% of total price already paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____ on _____ bank, receipt of the amount whereof, is hereby acknowledged by the Developer/ Promoter.
2	Rs. _____	25% of total price paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No. _____, dated _____ on _____ bank, on execution of this agreement, receipt of the amount whereof, is hereby acknowledged by the Developer/ Promoter.
3	Rs. _____	15% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter at the time of completion of plinth of the subject building
4	Rs. _____	25% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of slabs including podium and stilt of the subject building
5	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of walls, internal plaster, flooring,

		doors and windows of the said Apartment
6	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of sanitary fittings, staircases, lift well, lobbies upto the floor level of the said Apartment
7	Rs. _____	5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on completion of external plumbing, external plaster, elevation, terraces with water proofing of the subject building/ wing.
8	Rs. _____	10% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter at the time of delivery of possession of the said Apartment by the Developer/ Promoter to the Allottee/ Purchaser on or after receipt of occupancy/ completion certificate.
	Rs. _____	Total ( _____ ) amount.

- (d) The said price excludes taxes consisting of tax paid or payable by the Developer/ Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax (CGST, SGST), Cess or any such statutory levy which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/ Promoter, up to the date of delivery of possession of the said Apartment by the Developer/ Promoter to the Allottee/ Purchaser.
- (e) The said price is also subject to escalation or increase 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

or government from time to time. The Developer/ Promoter undertakes and agrees that while raising a demand on the Allottee/ Purchaser for increase in development charges, cost, or levies imposed by such authorities, the Developer/ Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter to the Allottee/ Purchaser.

- (f) The Developer/ Promoter shall confirm the final carpet area that has been allotted to the Allottee/ Purchaser 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 tolerance of of 3% (three percent).

- (g) The Allottee/ Purchaser authorizes the Developer/ 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 Developer/ Promoter may in its sole discretion deem fit and the Allottee/ Purchaser undertakes not to object/ demand/ direct the Developer/ Promoter to adjust his payments in any manner.

i.

- (a) the Developer/ 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 said Apartment to the Allottee/ Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

- (b) Time is essence for the Developer/ Promoter as well as the Allottee/ Purchaser. The Developer/ Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/ Purchaser and the common areas to the association of the allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee/ Purchaser shall make timely payments of the installments and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/ Promoter.

ii.

- (a) The Developer/ Promoter hereby declare that Floor Space Index available as on date in respect of the project is 16203.53 sq.mt. for the only and Developer/ Promoter has planned to utilize Floor Space Index of 1983.53 sq.mt. 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 to the tune of 1200 sq. mt. which will be available in future as per Development Control Regulations, which are applicable to the said Project.
- (c) The Developer/ Promoter has disclosed the Floor Space Index of 1983.53 sq.mt. as proposed to be utilized by them on the Plinth said and TDR/ increased FSI to the tune of 1200 sq. mt. which will be available in future in the said Project and Allottee/ Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/ Promoter only.



iii.

- (a) If the Developer/ Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee/ Purchaser, the Developer/ Promoter agrees to pay to the Allottee/ Purchaser, who does not intend to withdraw from the project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee/ Purchaser, for every month of delay, till delivery of possession of the said Apartment.
- (b) The Allottee/ Purchaser agrees to pay to the Developer/ Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments which become due and payable by the Allottee/ Purchaser to the Developer/ Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/ Purchaser to the Developer/ Promoter.
- (d) Without prejudice to the right of promoter to charge interest, on the Allottee/ Purchaser committing default in payment on due date of any amount due and payable by the Allottee/ Purchaser to the Developer/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing 2 (two) defaults of payment of installments, the Developer/ Promoter shall at his own option, may terminate this Agreement.
- (e) Provided that, the Developer/ Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/ Purchaser, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee/ Purchaser, 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/ Purchaser fails to rectify the breach or breaches mentioned by the Developer/ Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

- (f) Provided further that upon termination of this Agreement as aforesaid, the Developer/ Promoter shall refund to the Allottee/ Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/ Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee/ Purchaser to the Developer/ Promoter.

iv.

- (a) The Developer/ Promoter shall deliver possession of the said Apartment to the Allottee/ Purchaser by 30.04.2020. If the Developer/ Promoter fails or neglects to give possession of the said Apartment to the Allottee/ Purchaser by the aforesaid date then the Developer/ Promoter shall be liable on demand to refund to the Allottee/ Purchaser the amounts already received by him in respect of the said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Developer/ Promoter received the sum till the date the amounts and interest thereon is repaid.
- (b) The period of delay caused in completion of the construction of the said Apartment on account of
- I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
  - II. non-availability or scarcity of any building material or finishing articles or labour supply,

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

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

v.

- (a) The Developer/ Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee/ Purchaser as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee/ Purchaser in terms of this Agreement to be taken within a period of 10 (ten) days from the date of issue of such letter.
- (b) At the time of accepting possession of the said Apartment, the Allottee/ Purchaser shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer/ Promoter.
- (c) In case the Allottee/ Purchaser fails to take possession within the time stipulated above, the Allottee/ Purchaser shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of 1 (one) year from the date of handing over the said Apartment to the Allottee/ Purchaser, the Allottee/ Purchaser brings to the notice of the Developer/ Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever

possible such defects shall be rectified by the Developer/ Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/ Purchaser shall be entitled to receive from the Developer/ Promoter, compensation for such defect.

vi.

- (a) The Allottee/ Purchaser shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee/ Purchaser shall use the exclusive facility of parking appurtenant thereto (*if so specifically mentioned*) only for the purposes of parking of vehicles, and for no other purposes.
- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 of all Allottees/ Purchasers in the project.
- (c) If so decided and for better administration of the project, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other concerned statute or any such informal apex body.
- (d) The Allottee/ Purchaser shall be bound to become a member of such co-operative housing society and shall execute all necessary documents in that behalf as may be called upon by the Developer/ Purchaser.
- (e) The Developer/ Promoter and the Owner herein shall execute and/or cause to be executed conveyance of the plinth project comprising of larger plot and building/s constructed thereon and

deliver possession thereof, to and in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Developer/ Promoter on the said Land.

vii.

- (a) From the date of the letter given by the Developer/ Promoter to the Allottee/ Purchaser that the said Apartment is ready for use and occupation, the Allottee/ Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said larger Plot such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.
- (b) The Allottee/Purchaser herein has/have been made expressly aware by the Promoters that till such time as such water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said housing complex through such water connection or in case of insufficiency of water, the requirement of water for the said housing complex shall be met from other sources, including borewell and/or purchase of water from Water Tanker Agencies, etc. and that a prorate share of such purchase, treatment and distribution of such water shall be borne and paid by the Purchaser/s and if such contributions are not forthcoming, the Promoters or the society shall not be responsible for continuing to supply such water.

- (c) The Allottee/ Purchaser shall be obliged to make any payment, in common with other Allottee/ Purchaser in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.
- (d) On or before delivery of possession of the said Apartment by the Developer/ Promoter to the Allottee/ Purchaser, the Allottee/ Purchaser shall pay to the Developer/ Promoter, an amount towards common maintenance, as follows:

Common maintenance deposit	
Proportionate share of taxes and other charges or other levies	
Provisional monthly contribution for the 24 months	Rs.____.____ ps. per sq.mt. (Rs.____ ps. per sq.ft.) x carpet area of the said Apartment x ____ (____) months

- (e) The Developer/ Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of 2 years from completion of construction of the said Apartments and/or given Apartment.
- (f) In case any additional amount is found to be required for common maintenance, the Allottee/ Purchaser agrees to contribute thereto, as may be called upon by the Developer/ Promoter.

- (g) The Allottee/ Purchaser shall also pay the following amount to, and as and when called upon by the Developer/ Promoter and in any case prior to delivery of possession of the said Apartment:

Electricity, water, STP, OWC and other utility connection and service charges	At actual
Electrical receiving and sub-station, transformer <i>et cetera</i> deposit	At actual
Share money, application fees, entrance fees for the organization	
All legal cost, charges, expenses	Rs. _____

viii. The Developer/ Promoter hereby represents and warrants to the Allottee/ Purchaser as follows:

- (a) The Developer/ 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.
- (c) The Developer/ 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.

- (d) There are no encumbrances upon the project land or the Project except those disclosed in the title report and Declaration of the promoter under form B.
- (e) 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 and Declaration of the promoter under form B.
- (f) 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 Developer/ 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.
- (g) The Developer/ 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/ Purchaser created herein, may prejudicially be affected.
- (h) The Developer/ 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 said Apartment which will, in any manner, affect the rights of Allottee/ Purchaser under this Agreement.
- (i) The Developer/ Promoter confirm that the Developer/ Promoter are not restricted in any manner whatsoever from selling the said



Apartment to the Allottee/ Purchaser in the manner contemplated in this Agreement.

- (j) No notice from any statutory authority has been received or served upon the Developer/ Promoter in respect of the said Land and/or the project thereon, except those disclosed in the title report/Declaration of the promoter under form B.

ix. The Allottee/ Purchaser hereby covenants with the Developer/ Promoter as follows:

- (a) To maintain the said Apartment at his/ her/ their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory authorities, if required.
- (b) Not to store in the said 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 said 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 said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/ Purchaser in this behalf,

the Allottee/ Purchaser shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Developer/ Promoter to the Allottee/ Purchaser and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned statutory authority. In the event of the Allottee/ Purchaser committing any act in contravention thereof, the Allottee/ Purchaser shall be responsible and liable for the consequences thereof.
- (d) Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said Apartment without the prior written permission of the Developer/ Promoter and/or the Society or the concerned planning authority.
- (e) 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 said Apartment is situated or any part

thereof or whereby any increased premium shall become payable in respect of the insurance.

- (f) 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 said Apartment is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/ Purchaser for any purposes other than for purpose for which it is sold.
- (h) The Allottee/ Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/ Purchaser to the Developer/ Promoter under this Agreement are fully paid up by the Allottee/ Purchaser.
- (i) The Allottee/ Purchaser shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may resolve or frame for protection and maintenance of the said building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee/ Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said 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.

- (k) The Allottee/ Purchaser shall permit the Developer/ 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.
- (l) The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/Building/Phase/Wing/Plint includes minor hairline cracks on the external and internal wall excluding the RCC Structure which happens due to variation in temperature of more than 20°C and which does not amount structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (m) The Allottee has been shown the conditions of contracts with the Vendors/contractors/manufacturers and workmanship and quality stand of product/fitting and fixtures as agreed between promoter and Vendors and on independently verifying the same the Allottee has now agreed to the same as condition mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the Promoter to that extent. If any such contracts are made in future, those will be made available to verify at the office of the Developer/Promoter. agrees to abide by the
- x. The Allottee/ Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, internal roads, will remain the property of the Developer/ Promoter until the said structure of the building is transferred to the Society or other body and until the project is transferred.

xi.

The Developer/ Promoter with concurrence of the Owner, has availed loan for the project on the said land from Housing Development Finance Corporation Limited, company incorporated under Indian Companies Act for an amount and created a charge of Rs.15,00,00,000/- (Rupees Fifteen Crores lakh only). The Said Mortgage deed is executed on 14/07/2016, which is registered in the office of Sub- registrar Haveli no. 19 vide Serial no. 6149/2016 on 18/07/2016. at loan A/c No. ----- and mortgaged the said Land as and towards security for repayment thereof. The Developer/ Promoter is entitled to enter into this agreement with the Allottee/ Purchaser provided all payments under this agreement are paid to the said Separate Project Account/ Loan Project Account.

- (a) The Allottee/ Purchaser hereby accorded his/ her/ their irrevocable consent for the Developer/ Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agree not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (b) In the event of the Developer/ Promoter availing such loan, the Developer/ Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
- (c) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Developer/ Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.
- (d) In the event of the Developer/ Promoter availing such loan, the Developer/ Promoter shall be entitled to call upon the Allottee/

Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Developer/ Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Developer/ Promoter.

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Stamp duty particulars

Prescribed valuation as per Annual Statement of Rates,2017-18 _____, as described in Sector ____/____		
*Residential/ *Convenient Shop	_____ sq.mt. x 1.20 = _____ sq.mt. Rs._____ per sq.mt. as prescribed by the ARR,2017-18 <i>*(strike out following if not applicable)</i> (Rs._____-/- per sq.mt. + _____% thereof, = Rs._____ per sq.mt. as the said Apartment is located above _____ floor, as per ARR,2017-18, Note No.20 )	Rs._____
Exclusive right to attached terrace	_____ sq.mt. Rs._____ per sq.mt. (being 40% of the prescribed value of Rs._____-/- per sq.mt., as per ARR,2017-18 Note No.15)	Rs._____ —
Exclusive right to parking space; *stilt/ *open	_____ sq.mt. x Rs._____-/- per sq.mt. (being 40% of the prescribed value of Rs._____-/- per sq.mt., as per ARR,2017-18 Note No.16)	Rs._____ —
Total prescribed valuation		Rs._____
Total agreed price		Rs._____
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.		Rs._____

SCHEDULE-1

(description of the said "entire Land")

All that (i) Survey No. 226/1B admeasuring Hectare 01.43 Ares, (ii) Survey No. 226/1C/1 total admeasuring Hectare 0.14 Ares, (iii) Survey No. 226/1C/2 total admeasuring Hectare 0.13 Ares (iv) Survey No. 226/1C/3 total admeasuring Hectare 0.13 Ares, total land admeasuring Hectare 01.83 Ares, situate at village Wakad,, Taluka Haveli, Dist Pune and within the limits of Registration District of Pune, Sub-Registration Taluka Haveli Pune and the Pimpri Chinchwad Municipal Corporation.

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SCHEDULE-2

(description of the said "plinth out of entire land" which is subject matter of this Project)

Plint/Building No.G on the Plinth area admeasuring 298.75 and FSI to be consumed thereon admeasuring 1983.53 sq.mt. as per sanctioned plan dated 18.05.2016 vide CC No.BP/Layout/Wakad/84/16 and TDR/ increased FSI to the tune of 1200 sq. mt. which will be available in future in the said Project of (i) Survey No. 226/1B admeasuring Hectare 01.43 Ares, (ii) Survey No. 226/1C/1 total admeasuring Hectare 0.14 Ares, (iii) Survey No. 226/1C/2 total admeasuring Hectare 0.13 Ares (iv) Survey No. 226/1C/3 total admeasuring Hectare 0.13 Ares, total land admeasuring Hectare 01.83 Ares, situate at village Wakad, Taluka Haveli, Dist Pune and within the limits of Registration District of Pune, Sub-Registration Taluka Haveli Pune and the Pimpri Chinchwad Municipal Corporation which is bounded by as follows:

On or towards east	- Side margin of G Building
On or towards south	- Building No.F
On or towards west	- Side margin of G Building
On or towards north	- Proposed building No.H

as per sanction location plan.



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SCHEDULE.3

(description of the said "APARTMENT")

All that

Apartment	No._____
Building/ Wing	No._____/ _____
Floor	
Area	_____ sq.mt. (_____ sq.ft.) carpet area
Exclusive facility	Attached terrace admeasuring _____ sq.mt. Sanctioned stilt parking space No._____, admeasuring _____ sq.mt.

being constructed on said Plinth of Building No.G as per sanctioned and FSI to be consumed thereon admeasuring 1983.53 sq.mt. as per sanctioned plan dated 18.05.2016 vide CC No.BP/Layout/Wakad/84/16 and TDR/ increased FSI to the tune of 1200 sq. mt. which will be available in future in the said Project out of the entire land of (i) Survey No. 226/1B admeasuring Hectare 01.43 Ares, (ii) Survey No. 226/1C/1 total admeasuring Hectare 0.14 Ares, (iii) Survey No. 226/1C/2 total admeasuring Hectare 0.13 Ares (iv) Survey No. 226/1C/3 total admeasuring Hectare 0.13 Ares, total land admeasuring Hecate 01.83 Ares, situate at village Wakad, Taluka Haveli, Dist Pune and within the limits of Registration District of Pune, Sub-Registration Taluka Haveli Pune and the Pimpri Chinchwad Municipal Corporation, 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.

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

Deepak Vilasrao Jagtap as the duly authorised partner of M/s Anshul Siddhi Promoters and builders and also duly constituted attorney of Owners 1) Sou. Padma Bharat Parmar,2) Sou. Padma Subhash Mutha,3) Sadashiv Rama Banjan, 4) T Narayan Mallya, Shankar Mahadevan, 5) B Vyankatrmani, 6) Subhash Vishnu Joshi, 7) Ajay Gajanan Ghogardare, 8) Sachin Sudhakar Sorate and Tushar Sudhakar Sorate through their Power of Attorney holder Abhijit Manikrao Jagdhane (Developer and Owners)		
Photograph	LHTI	Signature

<hr/> (Allottee/ Purchaser)		
Photograph	LHTI	Signature

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Witnesses	Signatures

Specifications for construction:

AMENITIES

- 24X7 security with intercom system for each flat
- Lift for each building
- Provision for inverter in each flat
- Common UGWT
- Rain water harvesting tank
- OHWT
- Common Sewage treatment plant
- Gen set back-up for lift & common areas
- Organic waste converter
- solar water heater
- RCC framed earthquake resistant structure
- 6" internal & external walls
- External double coat plaster
- Internal gypsum finish
- Adequate electrical fittings

- Concealed wiring & modular switches
- Miniature circuit breaker
- T.V. & Telephone point in living room
- Provision for exhaust in all toilets & kitchen
- Single phase meter

### FLOORING

- Vitrified tile flooring and skirting
- Anti-skid tile flooring in toilets & attached terrace
- Terraces
- 3-track powder coated aluminum sliding doors
- **DOORS**
- Attractive laminated main entrance door
- Internal flush doors
- Waterproof flush doors to toilets
- 3-track powder coated aluminum sliding windows
- Safety grills & mosquito mesh to windows
- Granite sills for all windows

### KITCHEN

- Black granite kitchen platform with stainless steel sink
- Decorative dado tiles above platform up to lintel level
- Dado tiles in dry balcony & dry terrace
- Dry terrace with provision for washing machine (inlet and outlet)

### TOILETS

- Concealed branded fittings with hot & cold mixers
- Commode with flush tank
- Provision for geyser in each bathroom
- Designer dado tiles up to lintel level
- Granite door frames

**PAINT**

- Internal oil bond distemper paint
- External walls, balconies & terraces with acrylic emulsion paint

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