

## **AGREEMENT FOR SALE**

This Agreement for sale ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year ..... at Pune.

### **BY AND BETWEEN**

**PHARANDE PROMOTERS AND BUILDERS, (PAN No. AAHFP9748F)** A Partnership Firm registered under, Indian Partnership Act, 1932, having its office at Tarangan, Guruvihar, 98/2, Pune Nashik Highway, Bhosari, Pune – 411039. Through its authorized partner

**MR. RAMESH JAYRAM PHARANDE,** Age about 57 years, Occupation- Agriculturists and Business R/at: Plot no. 8, Sector no. 25, PCNTDA, Nigdi, Pune-411044.

.....Hereinafter referred to as the **"Promoter"**.

(which expression unless repugnant to the context or meaning thereof shall mean and include the said Partnership firm, partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns)

**.....PARTY OF THE FIRST PART.**

### **AND**

**1) Name :- Mr. Ashwini Kumar Mishra**

AGE :- 28 YEARS, OCC. :- Business

PAN NO. :- CQOPM 1621 D

Contact No :- 8600176245

RESIDING AT :- Village- Rajapur, Post-rajapur, rajpur, siean, Mahrajganj, Bihar, 841238

**2) Name :- Mrs. Sangita Devi**

AGE :- 47 Years, Occ- House-Maker

PAN NO. :- BGPPD 1411 G

RESIDING AT :- Village- Rajapur, Post-rajapur, rajpur, siean, Mahrajganj, Bihar, 841238

.....Hereinafter referred to as the **"Allottee"**,

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**.....PARTY OF THE SECOND PART.**

**AND**

**M/s. FIRM FOUNDATION REALTORS**

A Partnership Firm, having its office at:  
Survey No. 78 & Survey No. 86, Celestial City, near SS High Tech Nursery,  
Ravet, Pune – 412 101  
PAN: AABFF5267F  
Through their Power of Attorney Holder

**PHARANDE PROMOTERS AND BUILDERS.**

a Registered Partnership Firm through its authorized partner,

**Mr. RAMESH JAYRAM PHARANDE**

Age.- 57 years, Occ.:- Business,

Address – Plot no. 8, Sector no. 25, PCNTDA, Nigdi, Pune-411044.

.....Hereinafter referred to as the **“Owner/Consenting Party”**

(which expression unless repugnant to the context or meaning thereof shall mean and include the said Partnership firm, partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns)

**.....PARTY OF THE THIRD PART**

**WHEREAS** The Owner/Consenting party Firm Foundation Realtors is the owner of all that piece and parcel of property/contiguous plot of land area admeasuring 05 Hectare 43 Ares out of Survey No.78 admeasuring 10 Hectare 86 Ares and area admeasuring 02 Hectare 89 Ares out of Survey No.86/2 admeasuring 03 Hectare 29 Ares total area as per 7/12 admeasuring 08 Hectare 32 Ares i.e. 83200 sq.mtrs. and as per sanctioned plan area admeasuring 83170.30 Sq.mtrs. which is more particularly described in **Schedule-I** written hereunder situated at Village Ravet within the Registration District Pune, Taluka – Haveli and within the limits of Pimpri-Chinchwad Municipal Corporation (Hereinafter referred as **“Larger Land”**) and with intention to develop this Larger Land, obtained demarcation of the same from Taluka Inspector Land Record and submitted the plan for amalgamation and building layout to the Pimpri Chinchwad Municipal Corporation and initially by Commencement Certificate No. BP/RAVET/13/2009 dated 16/11/2009 sanction was received and which building layout from time to time revised and lastly vide Revised Commencement Certificate No. BP/RAVET/102/2019 dated 30/07/2019. As per sanctioned layout, due to 18 Mtr. wide and 24 Mtr. wide DP Road, the Larger Land is sub-divided in three parts and further at South certain part is under 30 Mtr. wide DP Road. As per sanction layout, area under

24 mtrs. wide D.P. Road is 4728.75 sq.mtrs. out of Survey No,78 Village Ravet and further area under 18 mtrs. wide D.P. Road is 2277.00 sq.mtrs. and area under road widening of 30 mtrs. wide D.P. Road is 144.00 sq.mtrs. total 2421.00 sq.mtrs. out of Survey No.86/2 Village Ravet. By executing Possession/Transfer Deed dated 05/04/2010 which is registered in the office of sub-Registrar Haveli No.17 at Serial No.4064 on 05/04/2010 the Owner herein transferred the aforesaid area under D. P. Roads to Pimpri-Chinchwad Municipal Corporation and availed FSI against aforesaid transfer of land from Pimpri-Chinchwad Municipal Corporation and consumed or to be consumed the same for construction of buildings on the Larger Land, and there is 45 Mtr wide road which is proposed from S. No. 86/2, Village Ravet and area under 45 Mtr wide road is 456.00 Sq. Mtrs., Presently this area is in possession of the Owner.

**AND WHEREAS** in light of sub-division at site due to D. P. Roads out of the Larger Land the same is sub-divided into 3 parts, Northern Part being Phase-I Plot land area admeasuring 36403.25 sq. mtrs., as per Commencement Certificate No.BP/Ravet/102/2019 dated 30/07/2019 sanction layout plan for the Larger Land corresponding Plot No.1. The Middle Portion Plot 2 and area admeasuring 13583.23 sq. mtrs., which is sub-divided into 2 parts Western Portion admeasuring 3778.23 sq.mtrs. being amenity plot & Eastern Portion plot of land admeasuring 9805.00 sq. mtrs.(which is more particularly described in Schedule II written hereunder), as per Commencement Certificate No. BP/Ravet/102/2019 dated 30/07/2019 sanction layout plan for the Larger Land corresponding Plot No.2 being Residential Project. The Southern Part Plot land area admeasuring 25578.07 sq. mtrs. as per Commencement Certificate No.BP/Ravet/102/2019 dated 30/07/2019 sanction layout plan for the Larger Land corresponding Plot No.3, and the owner herein obtained sanction, commenced, continued, completed and obtained Completion Certificate for 5 buildings on Eastern Portion admeasuring 10020.00 sq.mtrs., Further and construction of remaining area admeasuring 15558.07 sq.mtrs. is yet to be commence and completed.

**AND WHEREAS** The Owner/Consenting Party herein has constructed Phase-I Residential Project on Plot 1 consisting of 23 Buildings out of that, 22 Residential Buildings having total 704 tenements and 1 Commercial having 6 Shops by using permissible FSI admeasuring 44576.39 sq. mtrs. for the same along with additional buildable potential as permitted under Development Control Rules hereinafter referred "DC Rules" applicable Pimpri - Chinchwad Municipal Corporation hereinafter referred "PCMC". The Owner herein commenced, continued and completed construction of all 23 Buildings out of that, 22 Residential Buildings consisting of 704 tenements & 1 Commercial

Building consisting of 6 Shops. Further provided 1) Entrance Gate 2) Welcome Fountain 3) Palm Garden 4) Sculptured Garden 5) Aqua-Park 6) Children's Bus-Stop 7) Jogging Track 8) Senior Citizen's Park 9) Recreational Garden 10) Children's Play Area with rubberized Paving 11) Basket Ball Court 12) Skating Rink 13) Club House 14) Swimming Pool 15) Party Lawn with Bonfire and Barbeque Area 16) Tennis Court 17) Volley Ball Court 18) Net Cricket Pitch 19) Amphitheatre 20) Children's Play Area with Grass Mounds and 21) Convenience Shopping being common amenities and also developed infrastructure such as Drainage Lines, Water lines, Electrical Substation, STP, Internal Road, Pathway, Drive way, Covered Parking, Open Parking and Common Lights etc. Further Owner/consenting party has sold all tenements constructed in aforesaid 22 Wings and formed 22 Societies.

**AND WHEREAS** in light of sub-division at site from Larger Land due to D. P. Roads as aforesaid, the Owner herein decided to develop the Middle Portion Plot admeasuring area 13583.23 sq.mtrs., as per sanction layout consisting of 6 Buildings, area under open space and area under amenity space. For amenity space there is permissible FSI 3778.23 sq.mtrs which is to be consumed for construction of Building on that area as permitted under Development Control Rules of the Pimpri-Chinchwad Municipal Corporation and the remaining area admeasuring 9805.00 sq.mtrs. (which is more particularly described in Schedule- II written hereunder) is for residential purpose and buildings yet to be constructed by using all buildable potential permissible as per DC Rule applicable to the PCMC time to time.

**AND WHEREAS** area admeasuring 9805.00 sq. mtrs is under residential 6 Building/Wings and open space as per sanction layout for, which area admeasuring 9805.00 sq.mtrs. is more particularly described in the **Schedule II** written hereunder and hereinafter the said land along with right to construct 6 Buildings/Wings by using the FSI for the same along with right to use permissible FSI against transferred/to be transferred area under D.P. road to the PCMC and all other permissible buildable potential as per DC Rule applicable to the PCMC area time to time and deal with same is hereinafter is referred as the "said Property/land"

**AND WHEREAS** the Owner has entrusted the development rights of the said Property/land area admeasuring 00 Hectare 98.05 Ares i.e. 9805 sq.mtrs., to the Promoter herein by executing Development Agreement and Power of Attorney in favour of the Promoter herein on dated 13/08/2019, which is duly registered in the Office of Joint Sub-Registrar Haveli No. 18 Pune vide Serial No. 12646/2019 and 12647/2019 respectively on same day. The said

Property/land more particularly described in Schedule-II written hereunder.  
(Hereinafter referred to as **“the project land”**)

**AND WHEREAS** the promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals in development agreement.

**AND WHEREAS** virtue of the Development Agreement and Power of Attorney the Promoter Pharande Promoters and Builders 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 of the Apartments to receive the sale consideration in respect thereof.

**AND WHEREAS** the Promoter Pharande Promoters and Builders is undertaking development and construction of Housing Project named as **“FELICITY”** in more than one phases on project land totally admeasuring 00 Hectare 98.05 Ares i.e. 9805 sq.mtrs. out of the properties i.e. Survey No. 78 and 86/2 situated at Village Ravet, Taluka Haveli, District Pune within the local limits of Pimpri Chinchwad Municipal Corporation.

**AND WHEREAS** the promoter has floated the ownership scheme on the Project Land under the name and style of **“FELICITY”** comprising of various buildings consisting of residential units. Though the promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/development in phases and accordingly has identified portion out of the Project land comprising of **“FELICITY Cluster B”** admeasuring total area 4677.53 Sq.mtrs. or thereabouts more particularly described in **Schedule-III**.

**AND WHEREAS “FELICITY”** project consists of proposed total 6 (Six) numbers of buildings i.e. Buildings ‘A1’, ‘B1’, ‘C1’, ‘D1’, ‘E1’, ‘F1’ having 1 Lower Ground Parking + 1 Stilt Parking + 12 upper floors and out of which Promoter has made clusters of buildings for convenience and development purpose i.e. **“FELICITY Cluster B”** and “FELICITY Cluster A”. **“FELICITY Cluster-B”** admeasuring land area 4677.53 Sq.mtrs. or thereabout which consists of 3 Buildings i.e. ‘C1’, ‘E1’ and ‘F1’ (hereinafter referred as **“Said Project”**) and “FELICITY Cluster A” land admeasuring area 5127.47 Sq.mtrs. or thereabout which consists of 3 buildings i.e. Building ‘A1’, ‘B1’ and ‘D1’.

**AND WHEREAS** the “FELICITY Cluster B” total admeasuring land area 4677.53 Sq.Mtrs. or thereabouts more particularly described in Schedule III and the

Apartment which the Allottee intends to purchase is situated in this cluster which is the subject matter of this agreement.

**AND WHEREAS** the promoter herein alone has sole and exclusive right to sell the apartment in the said project to be constructed by the promoter on the project land and is fully competent to enter into agreement/s with Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

**AND WHEREAS** the Promoter has appointed architect viz. "A & T Consultants", having address: A & T House, 1205/1/10, Nanasaheb Deshpande Path, Off JM Road, Shivajinager Pune-411004 (hereinafter referred to as "the Architect" ), who is registered with the council of Architecture, and the Promoter has appointed a structural engineer "G A Bhilare Consultants Pvt. Ltd.", having address Gaurinandan Plot no 13 Shantisheela Society Law Collage Road Erandawane Pune 411004 for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project subject to the promoter herein reserved right to change aforesaid Architect who is registered with the council of Architect or structural Engineer as the case may be before the completion of the said project as the circumstances may require.

**AND WHEREAS** virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof.

**AND WHEREAS** the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule -II and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules and regulations made there under.

**AND WHEREAS** non-agricultural permission obtained from Collector Pune vide its order Copy of Non-Agricultural Order for change of user of the Larger Land admeasuring about 83,200 sq. mtrs. passed by the Collector, Pune, under its Order No.पमह/एनए/एसआर/756/09, dated 18/2/2010 collectively for Survey Number 78 and 86/2 for the conversion of the use of land from agricultural to

non-agricultural under the provisions of the Maharashtra Land Revenue Code, 1966

**AND WHEREAS** The Pimpri Chinchwad Municipal Corporation has issued Building Commencement Certificate vide commencement certificate bearing No. BP/RAVET/13/2009, dated 16/11/2009, which is revised time to time vide revised commencement certificate bearing No. BP/Ravet/102/2019 Dated 30/07/2019, further revised commencement certificate bearing No. BP/Ravet/91/2020 Dated 28/10/2020, bearing No. BP/Ravet/37/2021 dated 28/04/2021, bearing No. BP/Ravet/65/2022 dated 31/03/2022..

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated copies of Property card extract or village Forms VII and XII showing the nature of the title of the Promoter to the project land on which the apartments are to be constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.

**AND WHEREAS** the authenticated copies of the plans of the layout of the **"FELICITY"** project on the project land as approved by the concerned Local Authority has been annexed hereto and marked as **Annexure C1**.

**AND WHEREAS** the authenticated copy of Building permission/commencement certificate has been annexed hereto and marked as **Annexure C2**.

**AND WHEREAS** the copy of the Floor Plan of the said apartment has been annexed and marked as **Annexure D**.

**AND WHEREAS** the Promoter has obtained some of the sanctions/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 building/s/phases 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** the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

**AND WHEREAS** the Allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same.

**AND WHEREAS** the Promoter has registered the Project "FELICITY-Cluster B" under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Mumbai on 04/06/2021 under registration No.**P52100029557** has been annexed and marked as **Annexure 'E'**

**AND WHEREAS** the Allottee has applied to the promoter for allotment of an Apartment No. **202** of the type **2 BHK** of carpet area admeasuring **64.53** Square meters on **2<sup>nd</sup>** Floor in the Building **F1** and Attached exclusive Open balcony **2.50** Square meters, attached exclusive terrace **6.10** Square meters, being constructed in the "FELICITY-Cluster B".

**AND WHEREAS** the carpet area of the said Apartment is **64.53** square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

**AND WHEREAS** the Promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.



**AND WHEREAS** this agreement does not preclude, diminish the rights of any financial institutions, funds, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the Allottee in respect of his unit in the said project.

**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. 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.

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

**1. CONSTRUCTION OF THE SAID PROJECT/BUILDINGS:-**

The promoter shall construct the said project/building/s/Wings i.e. "FELICITY Cluster B" consisting of 3 numbers of Buildings i.e. Building 'C1', 'E1' and Building 'F1' having 1 Lower Ground Parking + 1 Stilt Parking + 12 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications required by any Government Authorities or due to change in Law.

The Allottee/s is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time and the Allottee/s hereby gives their irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate. No separate and further consent will be required to be obtained by the Promoters from the Allottee/s thereto.

**2. CONSIDERATION/PRICE OF THE SAID APARTMENT:-**

**2.1**The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. **202** of the type **2 BHK** of carpet area admeasuring **64.53** Square meters on **2<sup>nd</sup>** floor in the Building **F1** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure D for the consideration of **Rs.67,43,748/-** including **Rs. 15,51,062/-** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent

and description of the common areas which are more particularly described in the Schedules written hereunder and Promoter hereby agrees to allot one car parking space to the Allottee which is more particularly described in the schedule IV written hereunder.

The Allottee shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Promoter.

**2.2** The Allottee agrees and understands that timely payment towards purchase of the said Apartment as per the payment plan/schedule hereto is the essence of the Agreement.

The Allottee has agreed to pay consideration amount in the manner specified in the following payment schedule:-

**PAYMENT SCHEDULE:**

Rs.6,74,375/-	10%	At the time of Booking
Rs.6,74,375/-	10%	To be paid to the Promoter after the execution of Agreement
Rs.16,85,937/-	25%	To be paid to the promoter on completion of Plinth of the building or wing in which the said Apartment is located
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of 2 <sup>nd</sup> slab
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of 5 <sup>th</sup> slab
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of 8 <sup>th</sup> slab
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of 11 <sup>th</sup> slab
Rs.1,68,594/-	2.50%	To be paid to the Promoter on completion of 13 <sup>th</sup> slab
Rs.1,68,594/-	2.50%	To be paid to the Promoter on completion of 15 <sup>th</sup> slab
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of walls, internal plaster, staircases, lift wells, up to the floor level of the said Apartment
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion the external plumbing and external plaster, elevation, terraces with waterproofing of the building in which the said Apartment located
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of floorings, lobbies up to the floor level of the said Apartment.

Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of doors and windows, electrical fittings of the said Apartment and entrance lobby/s of the building in which the said Apartment located.
Rs. 3,37,187/-	5%	To be paid to the Promoter on completion of the sanitary fittings, lifts, water pumps, electro mechanical and environmental requirements, plinth protection, paving of the area appertain of the building or wing in which the said Apartment is located.
Rs. 3,37,187/-	5%	To be paid to the Promoter at the time of handing over the Possession of the Apartment.
<b>Rs. 67,43,748/-</b>	<b>100%</b>	<b>Total</b>

The total price above excludes Taxes (consisting of tax paid or payable by the Allottee by way of Goods and Service Tax (GST), or any other similar taxes which may be levied in connection with the construction of and carrying out the said project payable by the Allottee up to the date of handing over the possession of the Apartment.

**2.1** The Total Price is escalation-free, save and except increases which the Allottee agrees to pay, 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.

**2.2** The Promoter herein on due date/or reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST, LBT and such other taxes, cesses, charges etc. without any delay along with each installment.

**2.3** 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 2 of the Agreement.

**2.6.**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.

**2.7.** 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.

### **3. TIME IS ESSENCE:-**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per the payment schedule.

### **4. MODE OF PAYMENT:-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/ Demand Draft or online payment (as applicable) in favour of "Pharande Promoters and Builders" Payable at Pune.

The Promoter has opened a separate account for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of Section 4 of the Real Estate (Regulation and Development) Act, 2016.

### **5. INTEREST ON UNPAID DUE AMOUNT:-**

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be

bound and liable to pay interest at the rate specified in the Rules, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

**6. DISCLOSURE AS TO FLOOR SPACE INDEX:-**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 9805 Square Meters and Promoter has planned to utilize Floor Space Index of 15972.21 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 25777.21 square meters as proposed to be utilized by him on the project land in the said Project The Promoter has disclosed the Floor Space Index of 25777.21 square meters on whole "FELICITY" project which includes "FELICITY Cluster B" and other clusters as proposed to be utilized by him on the project land in the said Project 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.

The Allottee/Purchaser herein is well understood the facts that to use balance FSI of the said land, Fungible FSI, Permissible TDR including slum TDR and other buildable potential under whatsoever head which will be received to the Promoter from the Development Controlling Authority receivable against handing over the amenity spaces and area affected by road out of the said Land, considering the aforesaid facts the promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the buildings/wings, construction of which yet to be commenced as per said master layout plan for the said land.

**7. SPECIFICATIONS AND AMENITIES:-**

The specifications of the Apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in Schedule VII hereto and Common amenities and facilities for the project land are those that are set out in Schedule V hereto. In the project multi storied high rise buildings/wings

are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow internal changes. As per our policy there shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

## **8. COMPLIANCE OF LAW RELATING TO REMITTANCES:-**

**8.1.** The Allottee if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India of any other applicable law. The Allottee understand and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any actions under the Foreign Exchange Management Act, 1999 or other laws as applicable , as amended from time to time.

**8.2.** The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## **9. POSSESSION OF THE APARTMENT:-**

**9.1. Schedule for possession of the said Apartment:-** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of

the said apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **30/06/2025**.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee and the Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration, Further if the completion of building in which the Apartment is to be situated is delayed in account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) The Allottee have committed any default in payment of installments as mentioned Clause 2 herein above written and all other amounts payable by the purchaser to the promoter in respect of the said Apartment in terms of these presents.

**9.2. Schedule for possession of the common amenities:-** The Promoter herein is developing the project land which consists of common amenities specifically mentioned in schedule V the construction/development of the said common amenities will be completed in due course on the said land. The Promoter assures to hand over possession of the said common amenities on **30/06/2025**

RERA certificate Possession Date of the said Apartment on **30/06/2027**.

The Allottee/s herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities on the date of possession of the said Apartment.

**9.3. Procedure for taking possession:-** The promoter, upon obtaining the occupancy certificate from the local/competent/planning authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee.

The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per the terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s, as case may be.

**9.4. Failure of Allottee to take possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 9.3, 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 or commits delay in taking possession within the time provided in clause 9.3 such Allottee shall continue to be liable to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

**9.5.** Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

#### **10. TERMINATION OF AGREEMENT:-**

**10.1.** Without prejudice to the right of Promoter to charge interest in terms of clause 5 above 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 share of tax levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this agreement. It is specifically agreed between the parties that only upon the execution and registration of Deed of Cancellation of this agreement the Allottee shall be entitled to receive the refund of consideration subject to this agreement.

Provided that, Promoter shall give notice of 15 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 administrative expenses and/or any other expenses incurred by the Promoter for such unit as requested by the Allottee or any other amount which may be payable to Promoter, ) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer.

**10.2.** For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said Apartment then the Allottee/s herein shall issue a prior written notice to the Promoter as the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

**10.3.** It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 10.1 and 10.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

**11.DEFECT LIABILITY:-**

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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes,

water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, Promoter shall not be held liable for that defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the apartment/unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

## **12. FORMATION OF ORGANIZATION OF APARTMENT HOLDERS:-**

**12.1.** Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more Co-Operative Housing Societies and/or Apex Society/Federation as may be applicable to the said project which is under construction on the said land as the Promoter deem fit and proper to the said project.

**12.2.** The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Co-Operative Housing Societies and/or Apex Society/federation 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 Co-Operative Housing Societies and/or Apex Society/Federation and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

### **12.3. Conveyance to legal entity**

The promoter hereby assures to convey the respective building structure (excluding basements and podiums) to the respective society within a period as prescribed by rules and regulations time to time after occupancy certificate or after obtaining full and final consideration from all the Allottees in that respective building whichever is later subject to promoters right to dispose of the remaining unsold Apartments/flats/units if any.

The Promoter further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the Apex body within a period as prescribed by rules and regulations

time to time upon obtaining full and final occupation certificate as per sanctioned full potential layout plan subject to promoters right to dispose of the remaining unsold Apartments/flats/units if any.

**13. USE OF APARTMENT BY ALLOTTEE:-**

The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of Residence. He shall use the Parking spaces only for purpose of keeping or parking vehicle.

**14. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC.:-**

**14.1.** The Allottee/s herein is well aware that, the Central Government of India has imposed Goods and service tax (GST) on the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

**14.2.** Deduction of an amount made by the Allottee/s on account of Tax Deducted at source (TDS) as may be required under prevailing law while making any payment to the Promoter under this agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching reflecting the necessary form of Income Tax with Income Tax Department site.

Provided further that at the time of handing over the possession of the Apartment, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate within 4 months of the possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of 4 months the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

**14.3. Incidental Payments:** In addition to the consideration amount mentioned above the Allottee/s shall pay to the Promoters, before delivery of possession of the said Apartment the following amounts:

- i. Rs.1000/- for Society formation.
- ii. Rs.600/- Shares money and application entrance fee of the society.
- iii. Rs.15000/- Legal Charges

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Rs.16600/- Total

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Promoter shall utilize the said sum to be paid by the Allottee to the promoter towards meeting all the legal costs, including the professional costs of the advocates of the promoter in connection with formation of the society.

**14.4. Stipulation as to maintenance:**

Commencing a week after notice in writing is given by the promoter to the Allottee/s that

the possession of the said Apartment is ready to be handed over to him/her/them irrespective whether the Allottee/s has/have taken possession of the said Apartment or not for any reason whatsoever the Allottee be liable to bear and pay to the promoter Rs. 5.50/- per square feet per month plus GST on the total usable floor area as mentioned in the Schedule IV towards maintenance charges. List of the items that would be covered as maintenance is more particularly described in schedule VIII. Promoter shall maintain the separate bank account for the aforesaid maintenance amount received from all the Allottee/s and give disclosure of all transactions/expenses in respect of that account to the said prospective legal entity i.e. the society and shall hand over the same to the proposed legal entity at the time of execution of conveyance deed by the promoter. It is agreed and understood by the Allottee/s that the aforesaid maintenance charges payable by the Allottee to the promoter is not for maintaining the project at least for any particular years and doesn't bind and/or can be construed as binding on the promoter to maintain the project out of the funds collected from the aforesaid maintenance amount for certain minimum year/s and/or till the ultimate body takes over the management and/or till the conveyance is done in favour of the ultimate body. It is further agreed and understood by the Allottee/s that in case the purchaser herein and/or the other Apartment purchaser/s in the said project, defaults in paying the maintenance charges for whatsoever reason it may be then in such event for the expenses incurred by the promoter for maintaining the project, the promoter shall have a charge on the individual Apartment/s of the respective Allottee and the promoter is also entitled to stop maintaining the project by giving 15 days prior notice and the Allottee/s shall have no claim of whatsoever nature against the promoter.

To avoid any doubts, it is agreed and understood by the Allottee/s that the said amount is worked out on the basis of present market conditions and if for any reason in future on account of exhausting of said maintenance charges/fund and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Allottee/s agree that he/she/they shall be bound to contribute and pay to the promoter proportionate amounts in that behalf as shall be demanded by the Promoter and/or the agency carrying out the maintenance. Further the Allottee/s hereby agrees to pay and/or reimburse to the Promoter or the ultimate/Apex body etc. the proportionate common maintenance expenses, in the event if the same is in excess of the aforesaid amount. The Allottee/s shall indemnify and keep indemnified the Promoter against the aforesaid payments and charges.

**Maintenance shall be excludes of-** the proportionate share (i.e. in proportion to the floor area of the flat/Apartment) of outgoings in respect of the said land and building/s namely local taxes, property taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance etc.

**14.5.** Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective recovering authority got

recovered the same form the Promoter in such circumstances the Promoter herein shall be entitled to recover the same form the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrances shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

**14.6.** At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. 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.

## **15. 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/in this agreement.
- 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/Plot] 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 Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.

**16. COVENANTS AS TO USE OF SAID APARTMENT:-**

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, Pardi 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. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and

the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the 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.

**17. SEPARATE ACCOUNT FOR SUM RECEIVED:-**

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 formation and/or maintenance 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.

18. 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.

**19. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the common areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in



respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.

**20. UNSOLD / UNCONSTRUCTED UNITS THE ABSOLUTE PROPERTY OF PROMOTERS:**

In the event the co-operative society of Allottees being formed prior to the construction, sale and disposal of all the apartments/units/tenements in the said project, the rights, interests, entitlements etc of the said society/holders shall always subject to the overall rights and authorities of the promoter to deal and dispose off such unsold units/tenements/parking spaces/ as per his choice and on such terms and conditions and consideration as the promoter may deem fit and proper. It is further agreed and understood by the Allotee/s that the Promoter shall not be liable and/or required to contribute towards the common expenses, maintenance charges etc. in respect of the said unsold units/premises. The Promoter and or the Allottee/s in that case shall not be required to pay any transfer fees to the Society and there is no need to take NOC of the Society.

**21. CREDIT FACILITY BY FINANCIAL INSTITUTIONS/CONSORTIUM BANK:**

21.1. The Promoter hereby declare that it has created charge on the all interest with their share of profit and capital of the partners Anil Pharande, Ramesh Pharande, and Rajendra Pharande in Firm Foundation Realtors Partnership Firm on residential project at Survey No.78 and 86/2 at village Ravet along with other properties/projects of the Promoter for the purposes of carrying out development and construction at the said project as well as for carrying out various infrastructure developments at the said project along with other projects of the promoter vide mortgage deed dated 02/02/2018 which is duly registered in the Office of Joint Sub-Registrar Haveli No.25 Pune at Serial No.1652/2018 and mortgage deed dated 08/06/2021 which is duly registered in the Office of Joint Sub-Registrar Haveli No.25 Pune vide Serial No. 7293/2021.

21.2. The Promoter hereby declare that it will be the sole responsibility of the Promoter to repay the said loan and the Promoter hereby undertakes to indemnify and keep indemnified and harmless the Allottee/s from any claim or demand, loss or liability arising from the same.

21.3. The Allottee shall be entitled to raise necessary finance/housing loan and to avail such loan on the security of his/her/its/their respective Apartment, however, it will be the sole responsibility of the Allottees to repay the said loan and the Allottees hereby undertake to indemnify and keep indemnified and harmless the Owner/Promoter from any claim or demand, loss or liability arising from the same.

**22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**23. 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.

**24. ENTIRE AGREEMENT**

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

**25. RIGHT TO AMEND**

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

**26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

That the Allottee/s agrees that they shall not object to any easement rights that need to be given to any person in and around the said project.

**27. 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.

**28. 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.

**29. NAME OF THE PROJECT/BUILDING/S/WING/S**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the said Project **“FELICITY Cluster B”** and building will be denoted by letters or name **“FELICITY”** or as decided by the Promoter and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/s in the said project/building/s or proposed organization is not entitled to change the aforesaid project.

**30. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-

Registrar. Hence this Agreement shall be deemed to have been executed at Pune

### **31. REGISTRATION OF THIS AGREEMENT**

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

### **32. NOTICES**

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 / notified Email ID/Under Certificate of Posting at their respective addresses specified below:

**Name of Allottee** : Mr. Ashwini Kumar Mishra

**Allottee's Address** : Village- Rajapur, Post-rajapur, rajpur, siean,  
Mahrajganj, Bihar, 841238

**Notified Email ID** : [ashwinimishra453@gmail.com](mailto:ashwinimishra453@gmail.com)

Promoter name :- Pharande Promoters and Builders

Promoter Address :- "Tarangan", Guruvihar, 98/2, Pune-Nashik Highway,  
Bhosari, Pune 411039

Notified Email ID :- [felicitycrm@pharandespaces.com](mailto:felicitycrm@pharandespaces.com)

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.

### **33. JOINT ALLOTTEES**

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

### **34. DISPUTE RESOLUTION :-**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority or Adjudicating officer

appointed under Act as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

### **35. 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 at Pune will have the jurisdiction for this Agreement.

### **SCHEDULE -I**

#### **LARGER LAND**

All that piece and parcel of property/contiguous plot of land area admeasuring 05 Hectare 43 Ares out of Survey No.78 admeasuring 10 Hectare 86 Ares and area admeasuring 02 Hectare 89 Ares out of Survey No.86/2 admeasuring 03 Hectare 29 Ares total area admeasuring 08 Hectare 32 Ares i.e. 83200 sq.mtrs. along with all type of buildable potential, situated at Village Ravet within the Registration District Pune, Sub-Registration District Haveli, Taluka – Haveli and within the limits of Pimpri-Chinchwad Municipal Corporation and which area as per 7/12 admeasuring 08 Hectare 32 Ares i.e. 83200 sq.mtrs. and as per sanctioned plan area admeasuring 83170.30 Sq.mtrs. is bounded as follows:

- On or towards East : By remaining Part of Survey No.78  
& Survey No.86/1+3
- On or towards South : By Remaining Part of Survey  
No.86/2 & partly by Survey No. 87
- On or towards West : By Survey No.79 & Survey No.85
- On or towards North : By Survey No.77

### **SCHEDULE II**

#### **THE PROJECT LAND- “FELICITY”**

All that piece and parcel of plot of land Survey No. 78 area admeasuring 00 Hectare 95.42 Ares i.e. 9542 sq.mtrs and Survey No. 86/2 area admeasuring 00 Hectare 02.63 Ares i.e. 263 sq.mtrs, total admeasuring area of 00 Hectare 98.05 Ares i.e. 9805 sq.mtrs, out of Larger Land described in Schedule I above situated at Village Ravet, within the Registration District Pune, Sub-registration District Pune, Taluka Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which bounded as follows :-

- On or towards East : By remaining Part of Survey No.78 & Survey No.86/1+3
- On or towards South: By 18 mtrs. wide D. P. Road out of Survey No.86/2 &

partly by Survey No.87  
 On or towards West : By remaining part of Survey No.78 & Survey No.86/2  
 On or towards North : By 24 mtrs. wide D. P. Road out of Survey No.78

**SCHEDULE III**

**“FELICITY Cluster B” Land**

All that piece and parcel of plot of land Survey No. 78 and 86/2 total admeasuring area 9805 sq. mtrs. out of this admeasuring land area of “FELICITY Cluster B” is 4677.53 sq. mtrs. or thereabout situated at Village Ravet, within the Registration District Pune, Taluka Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which bounded as follows :-

On or towards East : Survey No. 87 Part  
 On or towards South : 18mtrs. wide DP road  
 On or towards West : Remaining Part of Survey No 78 & 86/2  
 On or towards North : 24 mtrs. wide DP road

**SCHEDULE IV**

**Description of Apartment/Unit**

Project Name	<b>Felicity Cluster B</b>
Apartment No.	<b>202</b>
Type	<b>2 BHK</b>
Floor	<b>2<sup>nd</sup></b>
Building	<b>F1</b>
Carpet area	<b>64.53 Square meters</b>
Attached Exclusive Open Balcony	<b>2.50 Square meters</b>
Attached Exclusive Terrace	<b>6.10 Square meters</b>
Allotted Car Parking space	<b>Two car parking space no. 243-243A Situated at- “FELICITY-Cluster B”</b>

**SCHEDULE V**  
**COMMON AMENITIES AND FACILITIES**  
**(For Whole “FELICITY” project including “FELICITY Cluster B”)**

1. Club House in aggregate open space including Gymnasium with attached Swimming Pool.
2. Ground water storage tanks and overhead water tank and plumbing machinery, pumps etc.
3. Compound walls, fencing and gates.
4. Power back-up for lift and common area.
5. Well-planned internal concrete cement road\Bituminous road
6. Rain water harvesting.
7. Common drainage, STP, OWC, electrical transformer and DG set.
8. Security cabins.
9. Society office.
10. Servant /Common Toilet facility.
11. Garbage Chute.
12. Firefighting system for each Wing/building.

**SCHEDULE VI**  
**COMMON AREAS AND LIMITED COMMON AREAS**

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terrace on the top of the building and portions thereof.
3. Stair cases, lifts and lift lobbies, lift escapes, ramp for basements and common entrances, and exits of buildings.

**SCHEDULE VII**

<b>SPECIFICATION OF SAID APARTMENT</b>		
1	Structure	RCC framed structure
2	Walls	Fly Ash Bricks
3	Plaster	Sand faced plaster externally and gypsum plaster internally
4	Flooring	Vitrified flooring with skirting
		Bathroom and balcony flooring of antiskid tiles
5	Dado	Glazed dado tiles upto lintel level in toilet, kitchen
6	Doors	Laminated pressed door with SS fittings
7	Door frames	Laminated pressed plywood doorframes for main and bed room doors

		For toilet inner side granite and external side laminated finish plywood doorframe
8	Paint	Internal paint OBD
		External paint acrylic paint
9	Windows	Powder coated aluminium sliding windows with M.S. Grill inside & Granite Sill
10	Kitchen	Black granite platform with stainless steel sink
11	Balcony Railings	MS pipe railing for balconies
12	Toilets	Concealed plumbing with good quality and brand CP fittings
		Good quality and brand sanitary fittings
		Divertor units in Toilets
13	Electrical	Concealed FR wiring
		Branded Modular Switches
		DBs, MCB and earth leakage circuit breaker (RCCB) for each flat
14	Entrance lobby	Attractive ground floor entrance lobby
15	Provisions	Provision for AC in Living room & Master Bedroom
		Provision for TV point in Living room
		Provision for inverter and Wi-Fi router point
		Provision for electric geysers in all toilets
		Provision for Washing machine inlet/outlet plumbing provision with electrical point in dry terrace
		Solar water connection Master toilet.
16	Facilities	Single command DTH dish for each bldg.
		Min 2 nos automatic lifts for each building with generator back up for common areas.
		Piped MNGL gas
		VDP
		CCTV connection in common areas.



## **SCHEDULE VIII**

### **List of the items that would be covered as maintenance :**

1. House Keeping and cleaning.
2. Security Guards.
3. Security at entrance gate and entire project.
4. Total project housekeeping team.
5. MSEB charges (for common areas)
6. AMC Charges (Firefighting, Swimming pool, Water Pumps, Common DG, Gymnasium Equipments, Lift, STP, OWC etc.)
7. Water Charges.
8. Diesel expenses for common area DG.
9. Society Manager.
10. Assistants to Manager in society office and requires staff.
11. Landscaping.
12. Solid Waste Management.
13. Rain water Harvesting.

### **And it excludes following items:**

Property taxes and other local authorities/Municipal Taxes concerned with the individual flat holders and building/buildings.

Insurances or sinking funds concerned with the individual flat holders and Building/buildings.

Personal PCMC water charges/Bills and personal MSEB Bills.

Internal Flat/Apartment maintenance.