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सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 18 दस्त क्रमांक : 10689/2020

नोदंणी : Roomso

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(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.			



प्रसह-दुय्यम निवंधन हवेली क्र.१८ (वर्ग र) पुणे.



AGREEMENT TO SALE

Project Name

: ARYAVAT

Project Type Building No. : Residential + Commercial

: E (COMM+MHADA) : 2nd

Floor No. Apartment No.

: 204

Consideration Survey No.

: Rs. 17,05,400/-: Survey No. 63/2

Village Postal Code

: Ravet : 412101

RERA Reg. No. Plan Sanction No. : P52100021492 : B.P./Ravet/104/2019

Dated 31/07/2019

Date of Possession

: 31/12/2021

Annexure-A Annexure-B Annexure-C1 : Certificate of Title : 7/12 Extract of Land : Layout of the Project

: Sanction Building Plan Annexure-C2

: Floor Plan of The Apartment Annexure-D : Specification & Amenities of Apartment

Annexure-E : Certificate of Registration with RERA Annexure-F

: Commencement Certificate Annexure-G

THIS AGREEMENT MADE AT PUNE ON THIS CHUDAY OF OCTIN THE YEAR 2020

BETWEEN

M/S. G. K. ASSOCIATES, A Proprietorship Firm duly constituted under the governing provisions of Maharashtra Shops and Establishment Act having its registered address at Survey No. 122, Pimple Saudagar, Pune-411027 through its Sole Proprietor

MR. VINOD PREMCHAND CHANDWANI

[Income Tax Permanent Account Number ADVPC0520B] Age: About 50 Years, Occupation: Business R/at: SINDH HOUSING SOCIETY, AUNDH, PUNE- 411007

"DEVELOPER" Hereinaster referred to as "THE PROMOTER" / "---- TAND OWNER (Which the expression shall unless it be Proprietorship firm and its proprietor, his heirs, administrators, agents and assignees) OF THE ONE PART AND

JANABAI MOTIRAM KAGNE

Age: About 71 Years, Occupation : H/W

PAN: ILAPK2993B ADHAR: 8630 1562 1696

2. DATTATRAY MOTIRAM KAGNE

Age: About 44 Years, Occupation : SERVICE

PAN: APPPK6974D

ADHAR: 6616 2106 7959

FOR HIMSELF & FOR POA HOLDER OF PURCHASER No. 1

RESIDING AT: VILLAGE: VANJARWADI, POST; PANBHOSHI, TAL

KANDHAR, DIST: NANDED - 431714

Hereinafter jointly referred to as "THE ALLOTTEE" / "PURCHASER" (Which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include the Allottee his/her/their successors, heirs and permitted assignees alone so far as the obligations on the part of the Promoter is concerned) OF THE SECOND PART.

WHEREAS the Promoter herein above referred is the owner of all that piece and parcel of land admeasuring 00 H 68 R carved out of all that piece and parcel of land bearing Survey No. 63 Hissa No.2 having total area admeasuring 05 Hectares 66 Ares, situated at Gaon Mauje: Ravet, Taluka: Haveli, Jillah: Pune within the local limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Ld. Sub-Registrar of Assurances, District Pune as described at Schedule-A mentioned herein below (herein after referred to as the "said land") and accordingly its names is mutated in the revenue records of the said survey number vide Mutation Entry bearing No. 10071 dated 05/06/2018. The Promoter had purchased the said land from Vikram Hukumchand Punjabi alias Vikram Hukumchand Avtar vide Sale of Sub-Registrar of Assurances, Haveli No.XIX, District Pune at Serial No. 6794/2018.

Out of the said land admeasuring **00 H 68 R**, an area admeasuring 637.19 sq. mtrs i.e. 00 H 6.3719 R affected by the D.P. Road was Receipt dated 11/01/2019 registered with the office of Sub-Registrar of accordingly the effect of such road handover was mutated in the bearing No. 10273 dated 17/01/2019. Thereby, an area admeasuring 6162.81 sq. mtrs i.e. 00 H 61.6281 R remained.



The below-mentioned project is being carried out on area admeasuring 6162.81 sq. mtrs i.e. 00 H 61.6281 R carved out of the said land and such area is herein after referred to as the "the project land" which is more particularly described at "Schedule A-1". AND

WHEREAS for the purpose of getting the plan sanctioned from the Pimpri Chinchwad Municipal Corporation (PCMC) for the said land, Promoter applied for sanction of layout to the Pimpri Chinchwad Municipal Corporation and accordingly Pimpri Chinchwad Municipal Corporation vide sanctioned plan bearing No.B.P./Ravet/139/2018 dated 07/12/2018 & revised No.B.P./Ravet/64/2019 dated 31/05/2019 & B.P./Ravet/104/2019 dated 31/07/2019 AND

WHEREAS The Promoter herein is also granted a favourable NA Order by the Hon'ble Collector vide Order bearing No. Zameen/N.A./S.R./563/2018 dated 08/01/2019 AND

WHEREAS the Promoter has proposed to construct on the project land a scheme comprising of ownership Apartment (Residential + Commercial), in the name of "ARYAVAT" [Herein after referred to as the "said project"] consisting of building(s)/floors/units as tabled herein below;

WING/ BUILDING	OCCUPATION TYPE	OF FLOORS	OF UNITS IN THE BUILDING/WING	PHASE
E (MHADA+COMM)	RESIDENTIAL + COMMERCIAL	Ground Plus 5	4 (Shop) + 19 (Apartment)	
F	RESIDENTIAL	2P plus 10	65 (Apartment)	
G	RESIDENTIAL	2P plus 10	68 (Apartment)	SINGLE
H	RESIDENTIAL	2P plus	66 (Apartment)	

(hereinafter referred to as the "Said Building/s" for the sake of brevity).AND

WHEREAS the Real Estate Regulatory Authority, Pune has granted registration to the Project proposed on the Project land, vide registration no. P52100021492 dated 05/07/2019 authenticated copy of the said registration is attached to this agreement at Annexure-F.

WHEREAS the Promoter has entered into a standard Agreement with MR.
VINOD CHITNIS (SANKALP DESIGNERS), an Architect registered
with the Council of

Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoter herein have reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion. AND

WHEREAS the Promoter has appointed MR. G. A. BHILARE structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the structural Engineer till the completion of the building/buildings. However, the promoter herein have reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion. AND

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

WHEREAS by virtue of the recitals as mentioned herein above the Promoter has sole and exclusive right to sell the Apartment/s in the said building/s / said project constructed / to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments and further to receive the sale consideration in respect thereof. AND

WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement Certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, layouts, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and Maharashtra Ownership of Flats Act 1963 (hereinafter both the Acts together are to be referred to as "the said Acts") and the Rules and Regulations made thereunder. AND

WHEREAS the Promoter has decided to form an Association of Apartments under Maharashtra Apartment Ownership Act, 1970 of all Apartment allottees of the buildings/project and have specifically informed the Allottee about its intention to do so and the Allottee has raised no any objection to the same. AND

WHEREAS on the request of the Promoter, the Allottee has carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said land / project land. The Allottee has further visited the online site of the Real Estate Regulatory Authority and has apprised himself



/herself/themselves about the details of the said project as disclosed and declared by the Promoter therein. The Allottee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land/project land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the Apartment more particularly described in the "SCHEDULE-B" annexed herewith and delineated and demarcated in Red Color in Annexure-"D" annexed hereto. AND

whereas the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said lands also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc. given by the Promoter to the Hon'ble Collector, Pimpri-Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. AND

The Allottee is also aware that the Promoter has entered or will enter into similar and/or different and/or separate Agreements with several other intending allottees and/or Allottees, persons and parties in respect of other units in the said building/project.

AND

WHEREAS the Allottee herein allotted Apartment No."204" on the 2nd Floor of the Building No."E" (COMM+Mhada) (hereinafter referred to as "the said Apartment" / "the Said Flat") in the project known as "ARYAVAT" to be constructed /constructed on the Project land. This allotment is as per PUNE HOUSING AND AREA DEVELOPMENT BOARD (MHADA) process, letter of which is attached herewith. The allottee is bound by all terms & conditions imposed by PUNE HOUSING AND AREA DEVELOPMENT BOARD (MHADA) AND

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, extract of Village Forms VI and VII and XII, layout of the project, sanctioned building plan, Open space of the project, Floor Plan of the Apartment, Specification and amenities of Apartment showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed, approvals and registrations obtained, open space and

amenities of the project as well as the apartment under sale has annexed to this agreement at Annexure 'A' to Annexure respectively. AND

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

WHEREAS prior to the execution of these presents the Allottee has to the Promoter a sum of Rs. 50,000/- (Fifty Thousands only), be part payment of the sale consideration of the Apartment agreed to sold by the Promoter to the Allottee as advance payment or Application of the payment and receipt whereof the Promoter both hereby advance and acknowledge) and the Allottee has agreed to pay to the Promoter beal acknowledge) and the Allottee has agreed to pay to the Promoter beal acknowledge.

WHEREAS under the said Acts the Promoter is required to execute written Agreement for sale of said Apartment with the Allottee, being fact these presents and also to register said Agreement under to Registration Act, 1908.

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO HEREBY FOLLOWS:

- The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.
- Definitions: In this agreement, unless the context otherwise requires the words:

"Carpet Area":

means the net usable floor area of at 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.

"Common Area":

under The land buildings/phase/project, all community and commercial facilities, play area, lift, lift lobby, stair case, fire escape, exit of building, common entrance, the footings, RCC structures and main walls of the buildings, Staircase columns lift room in the building/s, Common sulage/Drainage / sumps, motors, fans, compressors, ducts, central services, Water, Electrical Lines, Power Backup / Common ground water storage tank and overhead tank, Electrical meters, wiring connected to common lights, lifts, pumps.

"Limited Common area": means accommodation for watch and ward staff and for the lodging of community service personal, common topterrace, common basement, common storage space, Partition walls between the two apartments shall be limited common property of the said two apartments.

FLOOR SPACE INDEX (FSI)

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1 i.e. 6162.81 Square Meters only and Promoter has planned to utilize Floor Space Index of 5582 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 11745 Square Meters 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.

CONSTRUCTION IN ACCORDANCE WITH PLAN

4. The Promoter shall construct the said building/s / project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in

respect of variations or modifications which may adversely affect respect of variations or modifications which may adversely affect respect of variations or modifications which may adversely affect respect of variations or modifications which may adversely affect respect of variations or modifications which may adversely affect respect to the variation of variations or modifications which may adversely affect respect to the variation of variations or modifications which may adversely affect respect to the variation of variations or modifications which may adversely affect respect to the variation of variations or modifications which may adversely affect respect to the variation of variations or modifications which may adversely affect respect to the variation of variations of variations or modifications which we have the variation of variations respect of variations or mounts.

Apartment of the Allottee except any alteration or addition require.

Apartment of the Allottee except any alteration or addition require. Apartment of the Allottee except due to change in law. Further, any Government authorities or due to change in law. Further, and Government authorities or due to change in law. Further, any Government authorities concerned local authority sanctioning the said plans concerned local authority sanctioning the said plans sanctioning the said down certain terms, conditions, stipulations fovernment has laid down certain terms, conditions, stipulations to be observed and performed by the base to be observed and performed by the base to be observed. Government has laid down certain and performed by the Proper restrictions which are to be observed and performed by the Proper restrictions which are to be observed and the said building and the project land and the said building and the said bu restrictions which are to be used and the said building and upon while developing the project land and the said building and upon the complexity of the project land and the said building and upon the complexity of the project land and the said building and upon the complexity of the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the said building and upon the project land and the project land and the project land and the said building and upon the project land and the project la while developing the project latter of which only the completion observance and performance of the said building/s shall be in respect of the said building/s shall be in respect to the said building shall be in t observance and performance of the said building/s shall be gran occupancy certificate in respect of the Promoter shall obtain a gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building/s shall be gran occupancy certificate in respect of the said building occupancy certificate in respec occupancy certificate in respect. The Promoter shall obtain any fund by the concerned local authority. The Promoter shall obtain any fund by the concerned local authority. by the concerned local authority.

approvals as may be required under any law in force or any subsequence approvals as may be required under the said project from the concerned local authority. approvals as may be required of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the development of the said project from the concernlaw affecting the conce law affecting the development shall obtain Building Complete authority, so also the Promoter shall obtain Building Complete authority, so also the Continuate of the said Building authority, so also the Fronticate of the said Building from Certificate or Occupancy Construction of the construction of the concerned authority after completion of the second concerned authority after completion of the second concerned authority after completion of the construction of the second concerned authority after completion of the construction of the cons building / said project.

FULL AND TRUE DISCLOSURE

5. The Promoter has made full and true disclosure about the bit rne Promoter has many the said land and the said project to a proposed plans concerning acquainted and satisfic himself/herself/themselves with all the facts and nature of rights of H Promoter has/have entered into this Agreement. The Allottee here after shall not be entitled to challenge or question the title of the owns and the right of the Promoter to enter into this Agreement under and circumstances whatsoever.

NAME OF THE PROJECT

6. The name of the Project shall be "ARYAVAT". The said name shall no be changed for any reason whatsoever without prior written consent. the promoter herein.

FUTURE SALE OF APARTMENT

7. The Allottee hereby agrees to purchase from the Promoter and th Promoter hereby agrees to sell to the Allottee the Apartment No. "204" admeasuring 46.20 Square Meters of carpet located on the 2 Floor, in the "E" (COMM+MHADA) wing of the project calls "ARYAVAT" for the consideration of Rs. 16,20,400/- Plus 85,000/ for Electric (MSEB) connection, apartment Formation/Registration Charges = Total Consideration Rs. 17,05,400 (Rupees Seventer Lakh, Five Thousands , Four Hundred Only) which the price exclusive of stamp duty, LBT, registration fee, GST & any other taxe levied by the Government (GST payable by Purchaser). The sale the said Apartment is on the basis of carpet area only. The Allotte is aware that due to the skirting and variation in plaster, the care area varies. The variation may be approximately two to three percent The Allottee consents for the same and is aware that the consideration FIXTURES AND FITTINGS

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure-'E', annexed hereto.

PAYMENT PLAN

 The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration of Rs. 17,05,400 (Rupees Seventeen Lakh, Five Thousands, Four Hundred Only) in following manner;

Sr.	Amount		Particulars		
I	Rs	170540/-	10% at the time of Booking		
II	Rs.	341080/-	20% at the of Agreement to Sale		
III	Rs.	255810/-	15% at the time of completion of plinth		
IV	Rs.	127905/-	7.5 % at the time of completion of 1st Slab		
V	Rs.	127905/-	7.5 % at the time of completion of 3 rd Slab		
VI	Rs.	85270/-	5 % at the time of completion of 5th slab		
VII	Rs.	85270/-	5 % at the time of completion of top Slab		
VIII	Rs.	85270/-	5% at the time of completion of the walls, internal plaster, and windows of the said Apartment		
x	Rs.	85270/-	5% at the time of completion of the flooring, Sanitary fittings, lobbies upto the floor level of the said Apartment		
x	Rs.	85270/-	5% at the time of completion of the external plumbing and external plaster, terraces with waterproofing, of the building or wing in which the said Apartment is located		
ΧI	Rs.	170540/-	10 % at the time of completion of the lifts entrance lobby/s,		

XII	Rs.	85270/-	of the building or wing in which the Apartment is located 5% at the time of handing over possession of the Apartment to the on or after receipt of occupancy cer or completion certificate
	Rs.	17,05,400/-	TOTAL CONSIDERATION (100%)

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more installments in the discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above paymen schedule only and it will not be altered by the Allottee under and circumstances. The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable Pune only. If the Allottee makes the payment by outstation cheque, then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/ou station clearing charges. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks etc.

All payment under this agreement shall be made as per the demant note raised by the Promoter from time to time payable strictly in the following accounts:

Bank	Branch	Account No.
IDFC	LAW	10035131268
	COLLEGE	
	ROAD, PUNE	

10. The Allottee authorizes the Promoter to adjust/appropriate a payments made by him/her under any head(s) of dues against lawler outstanding, if any, in his/her name as the Promoter may in its sold discretion deem fit and the Allottee undertakes not lobject/demand/direct the Promoter to adjust his payments in armanner.

TIME OF ESSENCE

11. 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 9 and 12 herein above which is herein after referred to as the "Payment Plan".

INTEREST ON DELAYED PAYMENT

above is of the utmost essence to this agreement and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. 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 date, the Allottee shall be bound and liable to pay interest as specified under the rules formed under the said Act, with quarterly rests