

AGREEMENT TO SELL

This AGREEMENT TO SELL is executed here at Pune, on this ____th day of _____ month of the year 2018,

between

M/s. TRIMURTI DEVELOPMENT COMPANY (PAN AAFT 3458M), a registered partnership firm having its office at Flat No.01, Supriya Towers B, D.P. Road, Near Medi Point Hospital, Aundh, Pune 411 007 By its Partners, [1] **KAMALJEET KARTARSINGH CHANDNANI (PAN AAM P C 7026 J)**, aged about 34 years, Occ : business, residing at, Block no.C-19/74-75, Hill area, Gurukripa Niwas, Opp. Ekta Apartment, Ulhasnagar, 421 003. [2] **TEJPAL BHAGAT SINGH AILSINGHANI (PAN ADU P A 0485 E)**, aged about 31 years. Occu: business, residing at, Shreeji Heights, E- 1706, Sector- No. 46A, Nerul, Mumbai 400706, [3] **RAJKUMAR NANDWANI, (PAN AAJ P N 9378 B)**, aged about 52 years, Occu: business, residing at, Flat No.1608 Floor no 16, Shreeji Heights, Sector – 46A, Nerul, Navi Mumbai – 400 706, [4] **MR. VINOD ATMARAM TALREJA, (PAN ADQ P T 2492 Q,)** aged about 52 years. Occ ; Business, residing at, Flat No 8, Senavor, Lane No.5, Anand Park Society, Aundh, Pune 411 007, [5] **ATMARAM BUDHOMAL TALREJA (PAN ADQ P T 2496 L)**, aged about 81 years. Occupation : Business, Residing at Flat No 8, Senavor, Lane No.5, Anand Park Society, Aundh, Pune 411 007, [6] **AMAR VINOD TALREJA (PAN AOK P T 3291 G)**, aged about 21 years, Occ : Business, residing at, Flat no 8, Senavor, Lane No.5, Anand Park Society, Aundh,Pune 411 007, [7] **Mrs.PADMA VINOD TALREJA (PAN AAQ P T 1643 L)**, aged about 50 years. Occ: Business, residing at, Flat no 8, Senavor, Lane No.5, Anand Park Society, Aundh, Pune 411 007, [8] **Mrs. HAINA BIPIN KARIA alias HAINA RAJKUMAR NANDWANI) (PAN AGE P N 2402 M)**, aged about 25 years. Occ: Business, residing at, Flat No.E-1609, Floor no 16, Shreeji Heights, Plot No. A/B/C, Sector No.46A, Seawoods, Nerul, Navi Mumbai : 400 706, (No.4 Mr. Vinod Atmaram Talreja for himself and as duly constituted attorney of other Vendor/Developer as per POA dated 10.09.2014 registered in the Sub-Registrar Haveli No.19 at 8868/2014 on same day)

..... hereinafter referred to as the “**PROMOTER**”, which expression shall unless, repugnant to the context or meaning thereof, mean and include the said firm, its partners, his/her/their successors, survivors, legal representatives, administrators, and assignsOF THE ONE PART;

and

Full name (capital)	
Age/ occ	
PAN/ Aadhaar	
Residing at	
Mobile/ e-mail	

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

W H E R E A S,

- a. all that land more particularly described in SCHEDULE-1 given hereto (hereinafter referred to as the said “**PLOT**”) owned by the Promoter herein, is the subject matter of real estate development named as “**ELINA**”,Phase - 1
- b. the ANNEXURE (*colly*) appended hereto comprise of disclosures on the part of the Promoter:
 - (i) the flow of the ownership of the Promoter pertaining to the said Plot has been disclosed in the title report of the advocate
 - (ii) statutory compliances and permissions pertaining to development of the said Plot,

- (iii) appointment by Promoter of professional consultants for the project on the said Plot,
 - (iv) master layout of land and the building/s planned and proposed for development of the said Plot,
 - (v) statement of FSI, additional FSI for construction of the building/s on the said Plot
 - (vi) particulars of and specifications for the development of the said Plot and construction of the buildings thereon, and broad time line for completion of the said real estate project,
 - (vii) common and restricted common area and facilities in the real estate project and/or pertaining to any building and/or Apartment,
 - (viii) broad time-line for progress and completion of the entire project on the said Plot, and
 - (ix) relevant record of rights, floor plans, sanctions, permissions, approvals and compliances,
- c. the Promoter gave inspection to the Allottee/ Purchaser of all documents as are specified under the Maharashtra Ownership Flats Act,1963 (“MOFA”) and Real Estate (Regulation and Development) Act,2016 (RERA) and detailed in the ANNEXURE given hereto,
- d. the Allottee/ Purchaser agreed to purchase a residential Apartment in one of the buildings being constructed on the said Plot, more particularly described in SCHEDULE-2 written herein below and delineated in the floor map annexed hereto (hereinafter referred to as the said “**APARTMENT**”), from the Promoter, for and at the agreed price as hereinafter mentioned,
- e. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

NOW THIS AGREEMENT TO SELL WITNESSETH:

1. NON OBSTANTE:
Notwithstanding anything contained anywhere in this Agreement *but without adversely affecting the said Apartment agreed to be acquired by the Allottee/ Purchaser*, the Allottee/ Purchaser hereby declares, confirms and agrees as follows:
- (a) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Plot and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to.
 - (b) The Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index (“FSI”) pertaining to the said Plot and/or such other adjoining/ abutting pieces of land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter.
 - (c) The Promoter has also reserved all rights to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights (“TDR”) or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the said Plot, as may be permissible for use of maximum potentials under the concerned rules and regulations.
 - (d) The Promoter has also reserved all its rights either (i) to develop and/or dispose of by sale or otherwise transfer the apartments and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the said Plot for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.
 - (e) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Plot as may be permissible under the concerned regulations.
 - (f) The Promoter shall be entitled to compensation from the Allottee/ Purchaser in case any obstruction or impediment of any nature raised to or for the development of the said Plot and/or other pieces of land adjoining to the said Plot

either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of the Allottee/ Purchaser, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/ Purchaser.

- (g) The project on the said Plot being large, the Promoter shall be developing the said Plot by constructing various buildings in phases. There would be development, construction, facilities, site development and other incidental activities continuing on the said Plot till completion of the entire project. The Allottee/ Purchaser hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the said Plot.
- (h) The Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Plot and/or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations, 2017 for PMC (“**DCPR 2017**”) or any such statute, rule or regulation.
- (i) The Promoter shall be at liberty to grant and allot right to exclusive use as exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The concerned Apartment Allottee/ purchaser shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment.

2. AGREEMENT:

Subject to other terms and conditions herein, the Promoter hereby agreed to sell, assign, sell or otherwise convey the said Apartment (described in SCHEDULE-2 and delineated in the floor map annexed hereto), unto and in favour of the Allottee/ Purchaser herein, and the Allottee/ Purchaser accordingly agreed to acquire and purchase the said Apartment from the Promoter, for and at the lump sum aggregate price of Rs.48,82,660(forty eight lacs eighty two thousand six hundred sixty rupees only), payable by the Allottee/ Purchaser to the Promoter, as hereinafter mentioned.

3. PRICE:

- (a) In consideration thereof, the Allottee/ Purchaser partly paid and agreed to pay the balance to the Promoter, for purchase of the said Apartment, the said agreed lump sum aggregate price of Rs.48,82,660 (fourty eight lacs eighty two thousand six hundred sixty rupees only). and the Promoter accepted the part paid and agreed to accept the balance of said amount from the Allottee/ Purchaser (*subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act,1961, if so applicable*) at as under:

(b)

AMOUNT	PERTICULARS
Rs	
Rs. 20%	To be paid on or before Agreement Within 20 Days
Rs. 15%	To be paid after completion Plinth.
Rs. 10%	To be paid after completion of 2 nd Slab.
Rs. 10%	To be paid after completion of 4 th Slab.
Rs. 10%	To be paid after completion of 6 th Slab.
Rs. 10%	To be paid after completion of 8 th Slab.
Rs. 10%	To be paid after completion of 10 th Slab.
Rs. 5%	To be paid on commencement of Brick work.
Rs. 5%	To be paid on commencement of Electrical and Tiling.
Rs. 5%	To be paid at the time of Possession.
	Total consideration amount

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

- (d) In case of default committed by the Allottee/ Purchaser, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law.
- (e) All payments stipulated in this agreement, shall be made by the Allottee/ Purchaser to and in favour of the Promoter payable in the Separate Project Account as may be directed by the Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.

4. PROJECT:

Subject to *non-obstante* clause above,

- (a) the master layout of the said project on the said Plot has been shown in the map appended hereto,
- (b) the said Plot shall remain as 'one' piece of land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under,
- (c) the said Plot shall also remain as 'one' piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the Promoter to provide otherwise,
- (d) there shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and/or restricted common area and facilities as may be permissible,
- (e) the Sewage Treatment Plant ("STP"), Transformer Room and Diesel Generator Set located on the as per layout sanction of the said Plot shall be the common facility for all the buildings proposed on the said Plot,
- (f) the construction of buildings on the said Plot is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Apartments being occupied by their respective Allottees/ Purchasers, if any,
- (g) the Allottee of any exclusive covered or open parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his/ her Apartment (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other Allottees,
- (h) the schematic locations of common facilities of water body, children playground, party lawn, common hall, garden, internal road *et cetera* the residential complex have been shown in the map attached herewith,
- (i) provision for water; potable or otherwise permissible under concerned government and/or local authority has been applied for and shall be provided to the project to the extent supplied by such government and/or local authority,
- (j) however, in case lack of or inadequacy of or scarcity of such water supply to the project or the apartments therein, for purchase and supply of water through private supplier to the extent as may be supplied, the Allottee/ Purchaser shall be liable to contribute to the cost and expenses thereof.

5. CONSTRUCTION:

- (a) The Promoter shall complete the construction of the said Apartment in accordance with the sanctioned/ revised sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned/ enumerated in the SCHEDULE-2 written herein (the said "**SPECIFICATIONS**", for short).

- (b) The FSI originating from the physical area of the said Plot for use, utilisation and consumption for construction of the building/s thereon, presently is “ONE”, subject to the rights and discretion reserved by the Promoter to use, utilize and consume for the construction of the building on the said Plot and/or adding to the construction thereto,
- (i) the additional FSI by way of TDR for amenity, development plan road or slum rehabilitation by availing the same from the market, or by way of paid FSI or such other by whatever name called as is and to the extent permissible under the concerned DCPR 2017 or such other statutory provisions prevailing at such time,
 - (ii) additional FSI granted in lieu of surrender of the amenity space relating to the said Plot,
 - (iii) additional FSI granted in lieu of surrender of the area out of the said Plot for road or road widening,
 - (iv) additional FSI in lieu of any incident relating to the said Plot,
 - (v) additional FSI on payment of premium or any such amount.
- (c) The Allottee/ Purchaser hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said Plot including amalgamation and/or sub division thereof, of the plans of the building,
- (i) in case the same is required to be done under any rule, regulation, enactment then in force, or
 - (ii) consequent to use, utilization and consumption of the additional FSI for construction of the building/s on the said Plot and/or
 - (iii) adding the construction thereto,
- without adversely affecting the construction of the said Apartment as agreed to be purchased by the Allottee/ Purchaser.
- (d) The Promoter shall have preferential/ pre-emptor right to utilise the residual or available FSI or the one increased by reason of any rule/ regulation/ enactment or the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Plot, to which the Allottee/ Purchaser hereby agrees and shall always be deemed to have agreed.
- (e) Subject to the right to revise and of revision of layout, and/or sub-division of the said Plot, and/or the plans for construction of the building/s on the said Plot by the Promoter, as hereinbefore agreed, no part of the said FSI has been utilised by the Promoter anywhere else.
- (f) The Promoter shall complete the construction of the said Apartment as agreed to herein by **30.06.2018**, and shall deliver possession thereof, to the Allottee/ Purchaser, on issuance of completion/ occupancy certificate by the concerned authorities.
- (g) The period of delay caused in completion of the construction of the said Apartment on account of
- I. *force majeure*, civil commotion, war, strike, boycott, *bandh*, threat,
 - II. non-availability or scarcity of any building material or finishing articles or labour supply,
 - III. prohibitory orders from any court or authority or
 - IV. time taken for issuance of completion/ occupancy certificate by the concerned planning authority,
 - V. any other reasons beyond the control of the Promoter,
- shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee/ Purchaser.
- (h) In case of delay in delivering possession of the said Apartment on the part of the Promoter, the Allottee/ Purchaser shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on the amount paid by the Allottee/ Purchaser to the Promoter from the agreed date of possession till actual delivery thereof by the Promoter to the Allottee/ Purchaser, without prejudice to the right of the Allottee/

Purchaser to terminate this agreement and claim refund of the amount so far till then paid to the Developer/
Purchaser.

6. POSSESSION:

- (a) The Allottee/ Purchaser shall take possession of the said Apartment within 7 (seven) days of the Promoter giving written intimation to the Allottee/ Purchaser intimating completion of the construction of the said Apartment.
- (b) At the time of delivery of possession of the said Apartment, the Allottee/ Purchaser shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the Promoter.
- (c) From the date of handing over of possession of the said Apartment to the Allottee/ Purchaser, if any structural defect in the construction of the said Apartment/ building is found out to have been done or caused by the Promoter, the Promoter wherever possible, shall be bound within the period prescribed by the concerned statute, to rectify/ remove/ alter/ remedy the same, entirely at the cost of the Promoter.
- (d) Under no circumstances the Allottee/ Purchaser shall be entitled to possession of the said Apartment, unless the Allottee/ Purchaser shall have paid the entire price of the said Apartment and other money payable by the Allottee/ Purchaser under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

7. ORGANISATIAON :

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the said Plot shall always be known and called as "ELINA".Phase -1
- (b) If so decided and for better administration of the complex, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies Act,1960 or such other concerned statute or such informal apex body.

8. CONVEYANCE:

- (a) The Promoter shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon, in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Promoter on the said Plot.
- (b) Under no circumstances, the Allottee/ Purchaser or the organization of Allottees/ Purchasers shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee/ Purchaser either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/ Purchaser.

9. PURCHASER'S DECLARATIONS:

- (a) The Promoter herein has made full and true disclosures to the Allottee/ Purchaser as to the title of the Promoter in respect of the said Plot, construction of the building on the said Plot, consumption of additional FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the said Plot and such other matters relating thereto.
- (b) As required by the Allottee/ Purchaser the Promoter herein has supplied all information to the Allottee/ Purchaser herein with all facts as to the marketable title of the Promoter and the Owner to the said Plot, and the rights of the Promoter to develop the said Plot, and after satisfaction and acceptance of title has entered into this agreement.
- (c) The Promoter herein is developing the scheme under the name "ELINA" on the said Plot, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The Allottee/ Purchaser or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/ Purchaser also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.

- (d) In the project, the Promoter herein is providing advance technology/ amenities/ material/ plant and equipment/s in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all required of safety norms and measures.
- (e) The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "ELINA" and at suitable place in the entrance of the building the names of the apartment owners.

10. LOAN:

- (a) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Plot, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Plot in favour of such bank/s and/or financial institute and/or person for the loan.
- (b) The Allottee/ Purchaser hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and agrees not to raise any obstruction and/or impediment and/or any objection pertaining thereto.
- (c) In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Allottee/ Purchaser.
- (d) However, in no circumstance the rights of the Allottee/ Purchaser pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the Allottee/ Purchaser duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.
- (e) In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Allottee/ Purchaser to make payment of the balance amount payable by the Allottee/ Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Allottee/ Purchaser to such lender, shall be, and shall be treated to be the payment made by the Allottee/ Purchaser to the Promoter.

11. TERMINATION:

- (a) In the event of Allottee/ Purchaser committing any default in payment of the price of the said Apartment and/or any other money by whatever name called, payable under this agreement or otherwise under any concerned statute and/or commits breach of any of the terms and conditions of this instrument, the Promoter shall be entitled to terminate this agreement, by issuing 15 (fifteen) days prior written notice to the Allottee/ Purchaser.
- (b) On termination of this agreement, the Allottee/ Purchaser shall be entitled only to refund of the amount so far till then paid by the Allottee/ Purchaser to the Promoter under this instrument after deducting 10% therefrom, towards administrative expenses.
- (c) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/ Purchaser on facts and in law, on and/or as a result of such termination shall however, be adversely affected or prejudiced.

12. OTHER CONDITIONS:

- (a) The Allottee/ Purchaser shall use the residential unit, only for the purposes of residence, and the commercial unit, only for the purposes of commerce, and for no other purposes.
- (b) The Allottee/ Purchaser shall maintain the said Apartment at his/ her own cost in good repairs and condition from the date of grant of possession of the said Apartment is taken.
- (c) The said Apartment with exclusive facility attached or appurtenant thereto (if any) shall be impartible and inseparable, and shall always remain as one. The Allottee/ Purchaser shall not sub-divide and/or dispose of the same in parts.
- (d) The Allottee/ Purchaser shall not store in the said Apartment any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye-laws of the said organisation, statutory or other

authorities. Any damage so caused by act or omission on the part of the Allottee/ Purchaser to the said Apartment or other Flats in the scheme shall entirely be at the risk as to cost, consequences, damages of such Allottee/ Purchaser.

- (e) The Allottee/ Purchaser shall carry at his/her own cost, all internal repairs to the said Apartment and shall keep the said Apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.
- (f) The Allottee/ Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Plot and/or the building other than designated disposal space or facilities for the complex.
- (g) The Allottee/ Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organisation for "use" of the Apartment/s in the said scheme or in any other part of the said Plot.
- (h) Notwithstanding anything contained anywhere in this agreement, the Allottee/ Purchaser shall **not**:
- demolish or cause to be demolished the flat or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc or in the flat or any part thereof,
 - make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
 - make any change in the external colour scheme of the building/ wing in which the flat is located,
 - extend the said Apartment or make any external attachments to the walls of the flat like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the flat,
 - cover, fully or partially, any terrace or other projection with any structure,
 - use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
 - obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
 - raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
 - use or permit any user of the parking space other than parking of the vehicles,
 - use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.

13. MAINTENANCE and OTHER CONTRIBUTIONS:

Commencing a week after notice in writing is given by the DEVELOPER to the PURCHASER/S that the said Flat is ready for the use and occupation, the PURCHASER/S shall be liable to bear and pay from the date of completion of construction work of the said Flat, the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of the said Property and building/s namely local taxes, betterment charges or such other levies by the Town Planning Authority and/or concerned authority and/or Government, Water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers & all other expenses necessary and incidental to the Management and except the maintenance of the said Property and building thereon shall be done by said Developer upto and for the period of two years from the date of possession of said Flat to said Purchaser herein.

- (a) After the period mentioned herein, the Promoter shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment Allottee/ purchasers appointed by the Promoter, subject to the liberty of the Promoter to entrust the maintenance even prior to the said period, in which case, the Promoter shall also entrust the balance remaining of the amount received from Apartment Allottee/ purchasers till then.

- (b) The Allottee/ Purchaser has understood the entire scheme of maintenance in detail. The Allottee/ Purchaser admits and agrees to the said scheme, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment thereof by the Allottees/ Purchasers.
- (c) It is also clearly understood that this shall not preclude the organisation of the Apartment Allottees/ Purchasers from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees/ Purchasers, provided the decision to that effect is duly taken by the organisation.
- (d) Such organisation shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Allottees/ Purchasers, without prejudice to the other rights and powers of the organisation.
- (e) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment Allottee/ purchaser organisation after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee/ Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or such organisation, as the case may be.
- (f) The Allottee/ Purchaser shall maintain at his/ her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.
- (g) 'Covered parking space' means an enclosed or covered area as approved by the Competent Authority as per the application Development Control Regulation for parking of vehicles of the Purchaser.

14. TAXES, CESS, and other CHARGES:

- (a) The Allottee/ Purchaser shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Apartment whichever, is earlier.
- (b) If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Plot or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee/ Purchaser. The Allottee/ Purchaser hereby, indemnifies the Promoter and the flat purchase organisation from all such levies, cost and consequences.
- (c) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/ Purchaser.
- (d) The Allottee/ Purchaser hereby, indemnifies the Promoter and the flat purchase organisation from all such levies, cost and consequences arising therefrom.
- (e) In the event of the Promoter being constrained to pay any tax or levy referred to above herein, the Allottee/ Purchaser shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 2% above the State Bank of India Highest Marginal Cost of Lending Rate on such amount from the Allottee/ Purchaser, if the Allottee/ Purchaser fails to reimburse the same to the Promoter immediately. There shall be a charge of such amount on the said Apartment till its receipt by the Promoter.
- (a) All levies, stamp duty, registration fees in respect of this agreement, conveyance, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee/ Purchaser.

15. RESERVATIONS:

- (a) All payments agreed to herein and otherwise required to be made by the Allottee/ Purchaser otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee/ Purchaser.
- (b) The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold apartments, nor the organization of the Apartment Allottee/ purchasers shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned flat is sold by it, and/or from the concerned Apartment Allottee/ purchaser prior to the date of purchase of the concerned flat by him/ her/ them.
- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Plot and the building or any part thereof. The Allottee/ Purchaser shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee/ Purchaser, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Plot and the building save and except any part reserved by the Promoter, is transferred to the respective Allottees/ Purchasers.
- (d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee/ Purchaser by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by this Allottee/ Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- (e) The Allottee/ Purchaser shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment and any other money payable by the Allottee/ Purchaser under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- (f) The Allottee/ Purchaser shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.
- (g) The Allottee/ Purchaser shall present this agreement at the office of the concerned Sub-registrar, Haveli, for registration within the time prescribed by the Registration Act and upon intimation thereof by the Allottee/ Purchaser, the Promoter shall attend such office and admit execution thereof.
- (h) All notices to be served on the Allottee/ Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser by certificate of posting at his/ her/ their address written hereinbefore first.

16. MISCELLANEOUS:

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

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SCHEDULE.1

(description of the said "LAND")

All that piece and parcel of the land bearing, Survey Nos. 28/3/3, 28/3/6, 28/3/7, 28/3/8, 28/3/10, 28/3/11, 28/3/12, 28/3/13, 28/3/14, 28/3/15, 28/3/16, 28/3/17, 28/3/18, 28/3/19, 28/3/20, 28/3/21, 28/3/22, 28/3/23, 28/3/24, 28/3/25, 28/3/26, 28/3/27, 28/3/28, 28/3/29, 28/3/30, 28/3/31, 28/3/32, 28/3/33 in all totally admeasuring Hecter 01H 40R Ares (14,000 sq.mt.) situated at Village Sus, Taluka: Mulshi, District: Pune within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Mulshi, and within the limit of Registration Dist Pune, Sub Registrar, Mulshi, which is bounded by as under: ON OR TOWARDS:

EAST : Road.
 SOUTH : Remaining part of Survey No 28.
 WEST : Remaining part of Survey No 28.
 NORTH : Remaining part of Survey No 28.

together with all easements, accesses, pathways, ingress, egress, and all other ancillary and supplementary rights, title, interest & claims thereto.

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SCHEDULE.2

(description of the said “FLAT”)

All that,

Residential Flat	
Building/ Wing	
Floor	
Area	
Terrace	
Dry Terrace	
Enclosed Balcony	

being constructed on all that land more particularly described in Schedule-1 above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

ANNEXURE

Statutory compliances pertaining to development of the said Plot

RERA	No. _____, dated _____ under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act,2016 (“ RERA ” hereinafter) r/w Rule 6 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“ RULES ” hereinafter) with the Real Estate Regulating Authority, Maharashtra (“ MAHA RERA ” hereinafter), a copy whereof is appended hereto.
Zone	Residential zone in *Final Regional Plan of Pune Region/ *Final Development Plan, under the Maharashtra Regional and Town Planning Act,1966, Zone certificate No. _____, dated issued by Assistant Director of Town Planning, Pune/ Deputy Engineer, PMC, a copy whereof is appended hereto.
Construction	CC/PMA/NA/SR/424 Dated 16/10/2014, under Development Control and Promotion Regulations 2017 for Pune Municipal Corporation framed under the Maharashtra Regional and Town Planning Act,1966, a copy whereof is appended hereto.
Land use	No. PMA/NA/SR/424 dated 16/10/2014, for non-agricultural use of *residence/ *commerce by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code,1966, a copy whereof is appended hereto.
Environment	Environmental Clearance No. _SEAC-II-I 2014/CR- 401/ TC -3 Dated _26/08/2016 issued by _State Level Environment Impact Assessment Authority under the provisions of the Environment (Protection) Act, 1986 and the Rules framed there under, a copy whereof is appended

	hereto.
Project Account	TRIMURTI DEVELOPMENT COMPANY, HDFC BANK LTD. A/C NO. 07942000000490

Professional consultants for the project

Architect	Name Anil S Saykar Address HADAPSAR , PUNE registered with the Council of Architecture who has/ have drawn the plans for construction of the building/s on the said Plot.
RCC/ Structural Engineer	Name G A BHILARE CONSULTANTS PVT LTD Address LAW COLLEGE ROAD, ERANDAWANE, PUNE who has/ have drawn the plans of structural design of the building/s on the said Plot.
Chartered Accountant	Name S D S S & CO. Address TIMBER MARKET, PUNE Registered with the Institute of Chartered Accountants of India under the Chartered Accountant Act,1949.

Common/ restricted common area and facilities

Rider	This shall be subject to change as to number of building/s, apartments therein, their division and/or amalgamation into separate buildings or apartments, provision and situation of open space and/or internal access roads, with proportionate alteration in common facilities as may be found necessary by the Promoter depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said Apartment agreed to be purchased by the Allottee/ Purchaser
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Specifications for construction:

CONSTRUCTION : Earthquake resistant RCC frame structure

WALLS : 6"/ 4" external and internal walls
smooth finish walls and ceilings with Gypsum finish in living room & Bedrooms.

FLOORING : Italian Marble For Entrance lobby.

TOILETS: Superior Quality Ceramic Tiles upto lintel Level. Branded Sanitary Ware. Premium Quality chrome plated Brass fitting. Hot & Cold water system. Provisions for boiler & exhaust fans. Concealed Plumbing Water Resistant Doors.

Door frames for Toilets with Granite

DOOR : Sturdy and Decorative main Door..All Water Proof Flush Doors. Door Frame in wooden. High Security Locks for Main Doors. Exclusive Quality Door Fittings.

WINDOWS : Superior Quality Powder Coated Aluminum Windows. Mosquito Net panel for windows in Bedrooms. Marble/ Granite window sills.

TERRACES : Contemporary Designed Railing of Stainless Steel with Glass.

PAINTS : Internal Plastic Paint And Pure Acrylic external paint.

KITCHEN : Granite Platform with stainless Steel Sink.

ELECTRICAL : Concealed High Quality Copper wiring. T.V. & Telephone point, 2 way point in Living and Master bed room. Provisions for A.C in all bedrooms for Future Convenience. Branded Modular switches in entire Flat Electrical wires – Fire resistant. ELCB & MCB system for safety.

SECURITY SYSTEMS : Hi-tech security with Video Camera. Fire fighting system.

OTHER SPECIFICATIONS

Internal Plaster (Wall) - 12 mm thick Gypsum plaster

Internal Plaster (Ceiling) – Gypsum on form finish

Terrace waterproofing - 100mm (Average) thick screed concrete with Multicrete waterproofing agent at slope 1:100 towards rain water pipes and with china mosaic.

Toilet waterproofing - 200 mm (average) thick brickbat coba with Multicrete waterproofing agent.

Upper Entrance Lobby - Vitrified flooring

Tiles - Flooring in living/dinning, 605 mm x 605 mm vitrified tiles as per approved shade and Make.

kitchen, bedrooms -

Internal Skirting - 75mm high vitrified tile skirting flushed to internal plaster.

Flooring in toilets & Dry Balcony - 300mm x 300mm ceramic tiles as per approved shade and Make.

Dado in Toilets - 300mm x 600mm ceramic tile dado upto lintel level of approved shade and Make.

Sanitary Fittings & Fixtures - Concealed plumbing pipes / Fitting BRAVAT Make & Fixtures.

Electrical Fittings - Concealed conduits with polycab wires and cables and approved make fittings of Legrand Make

Doors - Entrance Door WWR grade – 40mm. Pine wood + particle full laminations on both sides (5 years warranty)

Bedroom Door WWR grade - 35mm. Pine wood + particle full laminations on both sides (5 years warranty)

Dry Balcony door – WWR grade - 35mm. Pine wood + particle full laminations on both sides (5 years warranty)

Generator/Battery Backup - All Common Area, lobbies and intercom will have Generator/ Battery Back.

Parking : All parking area shall be 12 ft X 8 Ft (Approx 100 Sq.Ft)

ANNEXURE "F"

AMENITIES

- Earthquake Resistant Structure.
- Use of Siporex Blocks for Masonry.
- Decorative Entrance Gate.
- Kid's Swimming Pool (Covered).
- A Well Equipped Club House.
- Beautiful Landscaped Garden.
- Children Play Area
- Emergency Generator Backup for Common Areas
- Solar Water heating
- Fire Fighting System
- Rain Water Harvesting.
- Water Treatment Plant.
- Gas Pipe Line.
- Amphitheater.
- Badminton Court.
- Intercom
- Gymnasium

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

KAMALJEET KARTARSINGH CHANDNANI Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

TEJPAL BHAGAT SINGH AILSINGHANI Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

RAJKUMAR NANDWANI Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

MR. VINOD ATMARAM TALREJA Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

ATMARAM BUDHOMAL TALREJA Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

AMAR VINOD TALREJA Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

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Mrs.PADMA VINOD TALREJA Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature

Mrs. HAINA BIPIN KARIA alias HAINA RAJKUMAR NANDWANI Partner of M/s. Trimurti Development Company (Promoter)		
Photograph	LHTI	Signature