

AGREEMENT

This **AGREEMENT** is executed here at Pune, on this _____ day of _____ month of the year, 2020

between

M/s. OM SAGAR DEVELOPERS, PAN AABFO0673L, a partnership firms, registered under the Indian Partnership Act, 1932, having its registered office at, 3, Sai Niketan, S. V. Road, Borivali (west), Mumbai: 400092, having email id: accounts_pune@sagarproperties.com, through its partner & authorized signatory: Samir Kanubhai Sagar, PAN-AAEPS9661H, aged 40 years Aadhaar Number 9360-6462-0168, occupation: Business OR Vipul Kannaiyalal Sagar, PAN- AAEPS0857K, aged about 42 years, Aadhaar Number 2505-4143-5820, occupation : business, both having address at, Water's Edge, Survey No.18/1/1, Pimple Nilakh, New DP Road, PCMC, Pune:411027. hereinafter called as the "PROMOTER", which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns, of the FIRST PART,

And

Full name (capital)		
Age/ Occ		
PAN/Aadhaar		
Residing at		
Mobile/E-mail		

Full name (capital)		
Age/ Occ		
PAN/Aadhaar		
Residing at		
Mobile/E-mail		

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

And

[1] Vitthalrao Dhondiba Balwadkar, adult, occ: agriculture and retired government servant, for self and as Karta and Manager of his Joint Hindu Family [2] Mrs. Suman Vitthalrao Balwadkar, adult, occ: agriculture and housewife, [3] Yogesh Vitthalrao Balwadkar, adult, occ: agriculture and business [4] Miss. Sarika Vitthalrao Balwadkar, adult, occ: housewife, No. 1 to 4, all residing at, Survey No. 18, Vishal Nagar, Pimple Nilakh, Pune:411027 (5) Sou. Yogita Avinash Chorge, adult, occ: household, residing at Post Bhor, Taluka Bhor, District Pune (6) Sou. Saryu Vijay Saste, adult, occ: household, residing at Post Moshi, Taluka Haveli, District Pune,...hereinafter called as the "**OWNER No.1**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, successors, executors, administrators and assigns,...of the **THIRD PART**, (being represented by their duly constituted attorney; Mrs. Ansuya Kanubhai Sagar, adult, occ: business, vide registered power of attorney dated 24.04.2004, registered in the office of the sub registrar Haveli No. 5, at serial

No.1678 of 2004, Mrs. Ansuya Kanubhai Sagar through her duly constituted power of attorney Holder Samir Kanubhai Sagar or Vipul Kanubhai Sagar)

and

(1) Eknath Dattu Sathe, adult, occ: agriculture (2) Sou. Parvati Eknath Sathe, adult, occ: agriculture and household (3) Nitin Eknath Sathe, adult, occ: agriculture (4) Vikas Eknath Sathe, adult occ: agriculture (5) Sunita Eknath Sathe alias Sou. Sunita Eknath Sathe, adult, occ: household (6) Raju alias Rajendra Eknath Sathe, adult, occ: agriculture (7) Sou. Savita alias Rajendra Sathe, adult, occ: agriculture and household (8) Vasant Dattu Sathe, adult, occ: agriculture (9) Sou. Rukmani Vasant Sathe, adult, occ: agriculture and household (10) Nandu Vasant Sathe, adult, occ: agriculture (11) Sou. Urmila Nandu Sathe, adult, occ: agriculture and household (12) Sanjay Vasant Sathe, adult, occ: agriculture (13) Sou. Vaishali Sanjay Sathe, adult, occ: agriculture and household (14) Balasaheb Dattu Sathe, adult, occ: agriculture (15) Sou. Ranjana Balasaheb Sathe, adult, occ: agriculture and household (16) Umesh Balasaheb Sathe, adult, occ: agriculture (17) Sou. Sarika Santosh Dhore alias Sarika Balasaheb Sathe, aged adult, occ: agriculture and household (18) Sonali Balasaheb Sathe, adult, occ: agriculture and household (19) Shivaji Dattu Sathe, adult, occ: agriculture (20) Sou. Bharti Shivaji Sathe, adult, occ: agriculture and household (21) Vishal Shivaji Sathe, adult, occ: agriculture (22) Mahesh Shivaji Sathe, adult, occ: agriculture (23) Vikram Shivaji Sathe, adult, occ: agriculture, all are residing at, Pimple Nilakh, Taluka Haveli, District Pune, Pune:411 027,...hereinafter called as the "**OWNER No.2**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, successors, executors, administrators and assigns,...of the **FORTH PART**, (being represented by their duly constituted attorney; Mrs. Ansuya Kanubhai Sagar, adult, occ: business, vide registered power of attorney dated 09.11.2004,

registered in the office of the sub registrar Haveli No. 5, at serial No.10401 of 2004, Mrs. Ansuya Kanubhai Sagar through her duly constituted power of attorney Holder Samir Kanubhai Sagar or Vipul Kanubhai Sagar)

and

Shreekrishna Keshav Vanpal, adult, occ: retired govt. servant, residing at, A/8, Revenue Society, ICS Colony, Pune:411 007,...hereinafter called as the "**OWNER No.3**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, executors, administrators and assigns,...of the **FIFTH PART**, (being represented by his duly constituted attorney; Mrs. Ansuya Kanubhai Sagar, adult, occ: business, vide registered power of attorney dated 30.10.2004, registered in the office of the sub registrar Haveli No.5, at serial No.10029 of 2004, Mrs. Ansuya Kanubhai Sagar through her duly constituted power of attorney Holder Samir Kanubhai Sagar or Vipul Kanubhai Sagar)

and

(1) K. K. Ramchandran adult, occ: service (2) Rajeshwari Ramchandran adult, occ: household, residing at, Vishal Nagar, Pimple Nilakh, Taluka Haveli, Pune:411 027,...hereinafter called as the "**OWNER No.4**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their heirs, successors, executors, administrators and assigns,...of the **SIXTH PART**, (being represented by their duly constituted attorney; Mrs. Ansuya Kanubhai Sagar, adult, occ: business, vide a registered power of attorney dated 30.10.2004, registered in the office of the sub registrar Haveli No.5, at serial No.10027 of 2004, Mrs. Ansuya Kanubhai Sagar through her duly constituted power of attorney Holder Samir Kanubhai Sagar or Vipul Kanubhai Sagar)

and

Dyandeo Vithalrao Tandale, adult, occ: business residing at, Post Saradgaon, Taluka Parali, District Bid,...hereinafter called as the **"OWNER No. 5"**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, executors, administrators and assigns,...of the **SEVENTH PART**, (represented by their duly constituted attorney; Mrs. Ansuya Kanubhai Sagar, adult, occ: business, vide a registered power of attorney dated 10.01.2006, registered in the office of the sub registrar Haveli No.5, at serial No.232 of 2006, Mrs. Ansuya Kanubhai Sagar through her duly constituted power of attorney Holder Samir Kanubhai Sagar or Vipul Kanubhai Sagar)

W H E R E A S,

- a. All that western side portion N.A Land, admeasuring 24,098.60 sq.mt., out of western side Land admeasuring about 28,000 sq.mt., out of the land bearing Survey No. 18 Hissa No. 1/1, in all admeasuring about 39,900 sq.mt, situated at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli No.5 and 17 and the Municipal Corporation of City of Pimpri and Chinchwad, more particularly described in the **SCHEDULE. I** hereunder written, (hereinafter, referred to as the said **"LAND-A"**), has been owned by the Owner No,1 herein, is being developed by the Promoter herein under the Development Agreement dated 24.02.2004 executed by the Owner No.1 in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.1677 and the owner No 1 has also executed a Power of attorney in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.1678,
- b. All those piece and parçel of the Lands bearing (i) Survey No.18, Hissa No.2/1/1, admeasuring 3,000 sq.mt., (ii) Survey No.18, Hissa No.2/1/2, admeasuring 1,000 sq.mt., (iii) Survey

No.18, Hissa No.2/1/3, admeasuring 1,000 sq.mt., (iv) Survey No.18, Hissa No.2/1/4, admeasuring 3,000 sq.mt., (v) Survey No.18, Hissa No.2/1/5, admeasuring 1,000 sq.mt., (vi) Survey No.18, Hissa No.2/1/6, admeasuring 1,000 sq.mt., (vii) Survey No.18, Hissa No.2/1/7, admeasuring 5,000 sq.mt., (viii) Survey No.18, Hissa No.2/1/8, admeasuring 5,000 sq.mt., in all total admeasuring about 20,000 sq.mt., situated at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli Pune and the Municipal Corporation of City of Pimpri-Chinchwad, more particularly described in the **SCHEDULE.II** hereunder written, (hereinafter, referred to as the said "**LAND-B**"), has been owned by the Owner No.2 herein, is being developed by the Promoter herein under the Development Agreement dated 09.11.2004 executed by the Owner No.2 in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.10400 and the Owner No. 2 has also executed a Power of attorney in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.10401,

- c. All that piece and parcel of the Plot, admeasuring 425 sq.mt., out of the land bearing Survey No.18 Hissa No.2/1/9, in all admeasuring about 5,000 sq.mt, situated at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli Pune and the Municipal Corporation of City of Pimpri and Chinchwad, more particularly described in the **SCHEDULE.III** hereunder written, (hereinafter, referred to as the said "**LAND-C**"), has been owned by the Owner No.3 herein, is being developed by the Promoter herein under the Development Agreement dated 30.10.2004 executed by the Owner No.3 in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.10028 and also executed a Power of attorney in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.10029,

- d. All that piece and parcel of the Plot, admeasuring 425 sq.mt., out of the land bearing Survey No.18 Hissa No.2/1/9, in all admeasuring about 5,000 sq.mt, situated at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli Pune and the Municipal Corporation of City of Pimpri and Chinchwad, more particularly described in the **SCHEDULE.III** hereunder written, (hereinafter, referred to as the said "**LAND-C**"), has been owned by the Owner No,4 herein, is being developed by the Promoter herein under the Development Agreement dated 30.10.2004 executed by the Owner No. 4 in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.10026 has also executed a Power of attorney in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.10027,
- e. All that piece and parcel of the Plot, admeasuring 270 sq.mt., out of the land bearing Survey No.18 Hissa No.2/1/9, in all admeasuring about 5,000 sq.mt, situated at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli No.5 and 17 and the Municipal Corporation of City of Pimpri and Chinchwad, more particularly described in **SCHEDULE.III** hereunder written, (hereinafter, referred to as the said "**LAND-C**"), has been owned by the Owner No, 5 herein, is being developed by the Promoter herein under the Development Agreement dated 10.01.2006 executed by the Owner No. 5 in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.231 as also executed a Power of attorney in favour of the Promoter, which is registered in the office of the Sub Registrar Haveli No.5 at serial No.232,
- f. The Promoter is entitled to under the said above referred five Development Agreements executed by the Owners No.1, Owner No.2, Owner No.3, Owner No.4 and Owner No.5, relating to the

said Land-A, Land-B and Land C, respectively, as set out in the schedules hereunder written.

- g. The Promoter has, under the professional supervision, consultation and guidance of architects Kalpak Vikas Bhandari (CA/98/23830) and structural engineers Dr. Santosh Sundararajan of Vastech Consultants, been developing the said Land for the purposes of construction of various residential/Commercial buildings comprising of *flats/*residential/*shop/office*/ *Apartment, (herein generically referred to as the "**Apartment**"), in accordance with the building plans sanctioned by the Municipal Corporation of City of Pimpri and Chinchwad, for the said Land A, *vide* NA No. DP/PN/35/2004, dated 02/11/2004 under the provisions of Maharashtra Regional and Town Planning Act,1966, and also permission to use the said Land-A for the non-agricultural purposes, granted by the Additional Collector, Pune, *vide* its order No PRH/NA/SR/02/2005, dated 07/04/2004, and *vide* its order No PRH/NA/SR/552/2007, dated 22/10/2007, under section 44 of the Maharashtra Land Revenue Code, 1966
- h. The Promoter has been further developing the said Land-A, Land-B, and said Land-C for the purposes of construction of various buildings, have submitted the amended amalgamation Plan to the PCMC, and accordingly PCMC sanctioned the amalgamated plan of the Land-A, Land-B and Land-C (hereinafter, collectively, referred to as the said "**LAND**"), *vide* its order/letter bearing No. BP/PN/35/2004 dated 02/11/2004 and further revised time-to-time and revised order *vide* its order/letter bearing No. BP/PN/37/2017 dated 29/04/2017 under the provisions of Maharashtra Regional and Town Planning Act,1966, for the non-agricultural purposes granted by the Additional Collector, Pune.
- i. AND WHEREAS by order dated April 29, 2008, bearing No. 21-957/2007/IA-III, passed by Government of India, Ministry of

Environment and Forests (I.A. Division) through its Additional Director (IA), Environmental Clearance was granted to the Owner/Promoter for construction project called as "Water's Edge", on the terms and conditions mentioned therein,

- j. the project on the said Land broadly comprise of 9 number of residential/non-residential multi-story buildings consisting of various wings and/or apartments therein for residential/non-residential uses, together with exclusive facilities as appurtenant thereto (if so specifically shown) of balconies, attached terraces, parking spaces; covered and/or open, common facilities for recreation and essential supplies, being undertaken in phased manner, consumption of basic Floor Space Index ("FSI") so also additional such FSI by way of payment of premium, transferable development rights ("TDR") or otherwise,
- k. the Promoter accordingly, commenced the development of the said Land and construction of building/s in a phased wise manner thereon,
- l. The Promoter has registered the said project with the Real Estate Regulatory Authority at Mumbai under registration no P52100001427 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 as Annexure 'F'.
- m. the Promoter gave inspection of all documents pertaining to development of the said Land to the Allottee/ , as specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA" hereinafter) r/w the Maharashtra Real Estate (Regulation and Development),

- n. the Allottee agreed to purchase from the Promoter all that residential/shop/office/apartment, together with exclusive facilities as appurtenant thereto (if so specifically mentioned) of balconies, attached terraces, parking spaces; covered, more particularly described in **SCHEDULE-2** given hereto and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "**APARTMENT**") for the price and other payables as hereinafter mentioned,
- o. The copies of the certificate of title issued by the Advocates is annexed hereto as Annexure 'A'
- p. The copies of the extracts of Village Form No.VII/ VIIA/ XII is annexed hereto as Annexure 'B'
- q. The copies of the Commencement Certificate issued by the PCMC is annexed hereto, as Annexure 'C-1'
- r. The copies of the layout plan as approved by PCMC is annexed hereto, as Annexure 'C-2'
- s. Authenticated copies of the plan of the Apartment agreed to be purchased by the Allottee as approved by PCMC is annexed hereto as Annexure 'D'
- t. The list of specification and amenities for the apartment is annexed hereto, as Annexure 'E'
- u. 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:

THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Promoter shall develop the said Land (described in SCHEDULE-1) and construct the building/s thereon, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2.

(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Apartment (described in SCHEDULE-2) for the lump sum aggregate price of Rs.____/- (Rupees _____Only) (subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act, 1961, if so applicable), partly paid and the balance payable as hereinafter mentioned.

(b)

%	Particulars	Amount (Rs.)
10.00%	Amount to be paid on booking	
20.00%	Upon Execution and registration of Agreement	
5.00%	of total price payable by the Allottee to the Promoter at the time of Completion of Lower Parking Floor	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of Upper Parking	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of Plinth	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of First Slab	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of Third Slab	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of Fifth Slab	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of Seventh Slab	
5.00%	of total price payable by the Allottee to the Promoter at the time of completion of Terrace Slab	
2.50%	on Completion of Brickwork and Internal Plaster of the said apartment	

5.00%	on Completion of External Plaster, External Plumbing, Elevation, Terraces and Water proofing of the building/wing in which the said apartment is located	
2.50%	on Completion of floorings, Doors and Windows of the said apartment	
5.00%	on completion of Sanitary Fittings, Staircase Lift well Lobbies up to the floor level of the said apartment.	
7.50%	on Completion of Lift, Electrical Fittings, Entrance Lobbies	
2.50%	On Completion Plinth protection and paving of appurtenant areas and all other requirements as prescribed in the Agreement to sell of the building /wing in which the said apartment is located.	
5.00%	At the time possession of the apartment, on the receipt of Completion certificate	
100.00%	Total	

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the instalments towards the agreed consideration mentioned in such instalments.

- (c) The total price is escalation-free, save and except escalation/ increases, due to increase on accounts 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/governments from time to time. The promoter undertakes and agrees that while raising a demand on the allottee for increase I developments 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.

- (d) The said price excludes taxes consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax, Cess or any such statutory levy which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter, up to the date of delivery of possession of the said Apartment by the Promoter to the Allottee.
- (e) The Allottee/ Purchaser shall be obliged to pay to the Promoter GST at the rate levied under the provisions of the Central Goods and Services Tax Act 2017 and/or State Goods and Services Act 2017 and the respective rules framed thereunder at the time of payment of each instalment of the price and other money payable under this agreement to the Promoter. The Promoter shall pay such levy to the concerned authorities under statutes.
- (f) As and when and if and to the extent Input Credit Tax is granted under the provisions of the Central Goods and Services Tax Act 2017 and/or State Goods and Services Act 2017 and the respective rules framed thereunder pertaining to the real estate project herein, the Promoter on (i) completion of construction of the said Apartment (ii) completion of assessment and (iii) grant of actual credit, shall pay such credit proportionate to the price of the said Apartment and other money payable under this agreement, to the Allottee/ Purchaser in compliance to section 171(1) of both the statutes either in money and/or reduction of the price and other balance money payable by the Allottee/ Purchaser under this agreement.
- (g) The said price is also subject to escalation or increase due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies or government from time to time. The Promoter

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

- (h) 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/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to tolerance of 3% (three percent).
- (i) 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.

3.

- (a) 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 said Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
- (b) Time is essence for the Promoter as well the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy/ completion certificate. Similarly, the Allottee shall make timely payments of the instalments 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.

4.

- (a) The Promoter hereby declare that Floor Space Index available as on date in respect of the project land is 64,898.20 sq.mt. only, and Promoter has planned to utilize Floor Space Index of 64,898.20 sq.mt. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes 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.
- (b) The Promoter has disclosed the Floor Space Index of 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.

5.

- (a) If the Promoter fails to abide by the time schedule for completing the project and deliver possession of the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all amounts paid by the Allottee, for every month of delay, till delivery of possession of the said Apartment.
- (b) The Allottee agrees to pay to the Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on all delayed payments which become due and payable by the Allottee to the Promoter under the terms of

this. Agreement from the date the said amount is payable by the Allottee to the Promoter.

- (c) Without prejudice to the right of promoter to charge interest, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 2 (two) defaults of payment of instalments, the Promoter shall at his own option, terminate this Agreement.
- (d) Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- (e) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoter.

6.

- (a) The Promoter shall deliver possession of the said Apartment to the Allottee by 30/03/2022. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee by the aforesaid date then the Promoter shall be liable on demand to

refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

(b) The period of delay caused in completion of the construction of the said Apartment on account of

- i. *force majeure, civil commotion, war, strike, boycott, bandh, threat,*
- ii. *non-availability or scarcity of any building material or finishing articles or labour supply,*
- iii. *Any notice, order, rule, notification of the government and/or other public or competent authority/court.*
- iv. *Due to any lockdown by any local / State / Central Government or any Authority and also due to any notice / circular/notification issued by authority under Epidemic Diseases Act, 1897.*
- v. *time taken for issuance of completion/occupancy certificate by the concern planning authority*
- vi. *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.

7.

(a) The Promoter, upon obtaining the completion/ occupancy certificate from the concerned competent authority and the payment made by the Allottee as per the agreement shall offer in writing, possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within a period of 10 (ten) days from the date of issue of such letter.

- (b) At the time of accepting possession of the said Apartment, the Allottee shall execute necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter.
- (c) In case the Allottee fails to take possession within the time stipulated above, the Allottee shall continue to be liable to pay maintenance charges as applicable.
- (d) If within a period of 5 (five) year from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its 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.

8.

- (a) The Allottee shall use the said Apartment or any part thereof only for purpose of permitted by the sanctioned plans, and for no other purposes. The Allottee shall use the exclusive facility of parking appurtenant thereto (if so specifically mentioned) only for the purposes of parking of vehicles, and for no other purposes.
- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act,1960 of all Allottee in the project.
- (c) If so decided and for better administration of the project, for each building there may be formed separate co-operative housing society and all such co-operative housing societies shall form themselves into a federal society under the provisions of the Maharashtra Co-operative Societies

Act, 1960 or such other concerned statute or any such informal apex body.

- (d) The Allottee shall be bound to become a member of such co-operative housing society and shall execute all necessary documents in that behalf as may be called upon by the Promoter.
- (e) The Promoter and the Owner herein shall execute and/or cause to be executed conveyance of the project comprising of land and building/s constructed thereon and deliver possession thereof, to and in favour of such 'Federal/ Apex Body' or collectively in favour of all such co-operative housing societies, within a period of 1 (one) year from completion of the entire project by the Promoter on the said Land.

9.

- (a) From the date of the letter given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the project on the said land such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the project.
- (b) The Allottee shall be obliged to make any payment, in common with other Allottee in project in proportion to the carpet area of the said Apartment to the total carpet area of all Apartments in the Project.
- (c) On or before delivery of possession of the said Apartment by the Promoter to the Allottee, the Allottee shall pay to the Promoter, an amount towards common maintenance, as follows:

Advance maintenance Charges, Provisional Monthly Contribution	Rs ____/- per Sq. Mt. X Carpet Area of the said Apartment X 12 (Twelve) Months Total Rs.____/-
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- (d) The Promoter shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of One year from completion of construction of the said Apartments and/or given Apartment.
- (e) In case any additional amount is found to be required for common maintenance, the Allottee agrees to contribute thereto, as may be called upon by the Promoter.
- (f) The Allottee shall also pay the following amount to, and as and when called upon by the Promoter and in any case prior to delivery of possession of the said Apartment:

Electricity, water, LPG and other utility connection and service charges	At Actual if applicable
Electrical receiving and sub-station, transformer deposit	At Actual
Share money, application fees, entrance fees for the organization	Rs.____/-
All legal cost, charges, expenses	Rs.____/-

- 10. The Promoter hereby represents and warrants to the Allottee as follows:
 - (a) 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.

- (b) 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.
- (c) There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- (d) 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.
- (e) 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/ 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.
- (f) 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.
- (g) 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 said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (h) 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.
- (i) No notice from any statutory authority has been received or served upon the Promoter in respect of the said Land and/or the project thereon, except those disclosed in the title report.

11. The Allottee hereby covenants with the Promoter as follows:

- (a) To maintain the said Apartment at his/her/ their own cost in good and tenantable repairs and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situate which may be against rules, regulations or bye-laws or change or alter or make addition in or to the building in which the said Apartment is located and the said Apartment itself or any part thereof without the consent of the society and/or statutory authorities, if required.
- (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned statutory authority. In the event of the Allottee committing any act in

contravention thereof, the Allottee shall be responsible and liable for the consequences thereof.

- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society or the concerned planning authority.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the said Apartment is situated. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (g) 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 said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up by the Allottee.

- (h) The Allottee shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may resolve or frame for protection and maintenance of the said building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society Apex Body or Federation regarding the occupancy and use of the said Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - (i) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
12. 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 said 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 or other body and until the project is transferred.
- 13.
- (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 Land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favour of such bank/s and/or financial institute and/or person for the loan.

- (b) The Allottee has 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.
- (d) However, in no circumstance the rights of the Allottee pertaining to the said Apartment shall be adversely be affected. The Promoter shall keep the Allottee 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 to make payment of the balance amount payable by the Allottee 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 to such lender, shall be, and shall be treated to be the payment made by the Allottee to the Promoter.

* * * * *

The stamp duty accordingly as provided for under Article 25 of the Maharashtra Stamp Act, 1958 on the market value or document value whichever higher is paid herewith.

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Statement of Rates, 2020-2021 The said Land is bearing Survey No.18, located at village Pimple Nilakh of City of Pimpri and Chinchwad, as mentioned in Sector 9 of the Serial No.9/3, urvarit Area having southern side of the Road.	
Particulars	Amount (Rs.)
Apartment Area ____ sq.mt. carpet + Attached Exclusive Enclosed Balcony _____ sq.mt., totaling to _____ sq. mt., (---- Sq. Mt. built-up area) Rs. _____/- per sq.mt. as prescribed by the ASR, 2020-2021. office on - _____therefor ASR rate would be _____	
Attached Exclusive Terrace ____--__ sq.mt. x Rs.____--__/- per sq.mt. (being 40% of the prescribed value of Rs.____--__/- per sq.mt.	-
Attached Exclusive overhead Terrace (Open to Sky) ____--__ sq.mt. x Rs.____--__/- per sq.mt. (being 25% of the prescribed value of Rs.____--__/- per sq.mt.	-
Car Parking ____ sq.mt. x Rs.____ per sq.mt. (being ____ % of the prescribed value of Rs.____/- per sq.mt.	
Total prescribed valuation	
Total agreed price	
Stamp Duty Paid	
Registration Fee Paid	

Note: - In the event of the prescribed value being more than the agreed price. The agreed rate is true and correct market price of the said Apartment. The stamp duty on the difference between the agreed price and the value prescribed has been paid under protest.

Due to lockdown and market, condition of the property during the period from March- 2020 till today is very unfavorable/low hence document value is true and correct.

SCHEDULE.I

(Description of the said "**LAND-A**")

All that western side portion N.A Land, admeasuring 24,098.60 sq.mt., out of the Land admeasuring about 28,000 sq.mt., out of the land bearing Survey No.18 Hissa No.1/1, in all admeasuring about 39,900 sq.mt, situate at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli No.5 and 17 and the Municipal Corporation of City of Pimpri and Chinchwad which is bounded by as under:

East -	D. P. Road and thereafter remaining portion of Survey No.18/1/1
South -	Survey No. 18/2/1
West -	Green belt and thereafter River
North -	Survey No. 19

together with easements, appurtenances, pathways, ingress, egress, common amenities and open space, the floor area ratio/ floor space index ("FAR/FSI") originating from the area thereof, and additional such FAR/FSI by way of Transferable Development Rights ("TDR"), and together with consequential, ancillary and incidental thereto.

* * * * *

(Description of the said "**LAND-B**")

All those piece and parcel of the Land bearing

- (a) Survey No.18, Hissa No.2/1/1, admeasuring 3,000 sq.mt.,
- (b) Survey No.18, Hissa No.2/1/2, admeasuring 1,000 sq.mt.,
- (c) Survey No.18, Hissa No.2/1/3, admeasuring 1,000 sq.mt.,
- (d) Survey No.18, Hissa No.2/1/4, admeasuring 3,000 sq.mt.,
- (e) Survey No.18, Hissa No.2/1/5, admeasuring 1,000 sq.mt.,
- (f) Survey No.18, Hissa No.2/1/6, admeasuring 1,000 sq.mt.,
- (g) Survey No.18, Hissa No.2/1/7, admeasuring 5,000 sq.mt.,
- (h) Survey No.18, Hissa No.2/1/8, admeasuring 5,000 sq.mt.,

in all admeasuring about 20,000 sq.mt., situate at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub. Registrar, Haveli No.5 and 17 and the Municipal Corporation of City of Pimpri-Chinchwad, and which is bounded by as under:

East -	Portion of Survey No.18/2/1
South -	Survey No.18/3A/1
West -	River
North -	Survey No.18/1/1

together with easements, appurtenances, pathways, ingress, egress, common amenities and open space, the floor area ratio/ floor space index ("FAR/FSI") originating from the area thereof, and additional such FAR/FSI by way of Transferable Development Rights ("TDR"), and together with consequential, ancillary and incidental thereto.

(Description of the said "**LAND-C**")

All that portion of the Land admeasuring about (I) 425 sq.mt. (ii) 425 sq.mt. and (iii) 270 sq.mt. in all 1,120 sq.mt., out of the land bearing Survey No.18 Hissa No.2/1/9, in all admeasuring about 5,000 sq.mt, situate at village Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub.Registrar, Haveli No.5 and 17 and the Municipal Corporation of City of Pimpri and Chinchwad together with easements, appurtenances, pathways, ingress, egress, common amenities and open space, the floor area ratio/ floor space index ("FAR/FSI") originating from the area thereof, and additional such FAR/FSI by way of Transferable Development Rights ("TDR"), and together with consequential, ancillary and incidental thereto.

* * * * *

SCHEDULE.2
(description of the said "APARTMENT")

All That

Shop	
Building	
Floor	
Area	_____sq. mt. carpet area _____ sq. mt. Attached Exclusive enclosed balcony _____ sq. mt. Total
Exclusive facility	Attached Exclusive Terrace ____-____sq.mt. Attached Exclusive Overhead Terrace (Open to Sky) ____-____ sq.mt. Sanctioned Covered parking space No. ____-____ admeasuring_____ sq.mt.

Being constructed on all that 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.

CONSENT LETTER BY THE PURCHASER

We, the Purchasers herein, do hereby accord my consent for the Promoter to effect any changes, revisions, renewals, alterations, modifications, additions *et cetera* in the layout of the said Land (described in SCHEDULE.I and SCHEDULE.II written herein above) and/or building and/or structures on the said Land.

We, the Purchasers herein, further accord my "no objection" for the Municipal Corporation of City of Pimpri and Chinchwad to accordingly pass such layout/s or plans, as may be submitted by the Promoter.

However, the construction of the said Apartment agreed to be purchased by us shall not be adversely affected.

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

Samir Kanubhai Sagar or Vipul Kanubhai Sagar (as duly authorised partner of M/s. OM SAGAR DEVELOPERS and also duly constituted Power of Attorney of Mrs. Ansuya Kanubhai Sagar, vide Power of Attorney, dated 21.11.2013, registered in the office of the Sub Registrar H, Haveli No.2, at serial No. 9279/2013. Mrs. Ansuya Kanubhai Sagar, as the Power of Attorney Holder of the Owner No.1, under the registered instrument of power of attorney dated 24.04.2004, registered in the office of the sub registrar Haveli No.5, at serial No.1678 of 2004, also duly constituted attorney of the Owner No.2, under the registered instrument of power of attorney dated 09.11.2004, registered in the office of the sub registrar Haveli No.5, at serial No.10401 of 2004, also duly constituted attorney of the Owner No.3, under the registered instrument of power of attorney dated 30.10.2004, registered in the office of the sub registrar Haveli No.5, at serial No.10029 of 2004 also duly constituted attorney of the Owner No.4, under the registered instrument of power of attorney dated 30.10.2004, registered in the office of the sub registrar Haveli No.5, at serial No.10027 of 2004 and also duly constituted attorney of the Owner No.5, under the registered instrument of power of attorney dated 10.01.2006, registered in the office of the sub registrar Haveli No.5, at serial No.232 of 2006.

Photograph	LHTI	Signature
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(Allottee) No.1 MR.		
Photograph	LHTI	Signature

(Allottee) No.2		
Photograph	LHTI	Signature

NAME AND ADDRESS OF WITNESS	

Common/ restricted common area and facilities

Common facilities for entire project	Society Office/Watchman/ Security cabin/Closed circuit television apparatus and room/ lift rooms/ Electricity master panel/
Restricted common facilities for given building/s	Entrance lobby, Passages, Lift lobbies, Letter box area, Electricity Meter Area, Common stair case of the building
