

AGREEMENT TO SALE

THIS AGREEMENT is made and executed at Pune on this ____ day of the month of _____ in the year Two Thousand Eighteen

BETWEEN

***Shree Ram Builders**, a partnership firm, registered under the Indian Partnership Act 1932 having its office at Chaitanya Apartments, 2063, Sadashiv Peth, Vijaya Nagar Colony, Pune 411 030, through its partners (1) **Mr. Ajit Dinkar Kulkarni**, Age about 57 years, Occupation : Business and (2) **Nitin Dinkar Kulkarni**, Age about 53 years, Occupation : Business,*

*Hereinafter referred to as '**THE PROMOTER**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) **OF THE FIRST PART***

AND

_____,
Age about ____ years, Occupation : _____,
R/at _____,

*Hereinafter referred to as '**THE ALLOTTEE**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) **OF THE SECOND PART***

AND

***Smt. Asha Vijay Dhadphale**, (PAN NO. - AARPD7753L) Age about 68 years, Occupation : House wife, Residing at 'Shantai Bungalow' Plot No.130-131, Tulshibagwale Colony, Parvati, Pune 411 009,*

Smt. Vrunda Harsh Datey, (PAN NO. - ABUPD4683K) Age about 46 years, Occupation : Service,
Present Address - Mandar, 860, Bhandarkar Road, Deccan Gymkhana, Pune 411 004
Permanent Address - 'Shantai Bungalow' Plot No.130-131, Tulshibagwale Colony, Parvati, Pune 411 009,

Smt. Smita Atul Khapli, (PAN NO. - AJVPK4677M) Age about 41 years, Occupation : House wife,
Present Address - 28- Ramona Street, Unit 4, Quakers Hill, NSW 2763, Australia
Permanent Address - 'Shantai Bungalow' Plot No.130-131, Tulshibagwale Colony, Parvati, Pune 411 009,

Shri Amit Vijay Dhadphale, (PAN NO. - AHDPD3868R) Age about 39 years, Occupation : Service, Residing at 'Shantai Bungalow' Plot No.130-131, Tushilbagwale Colony, Parvati, Pune 411 009

Hereinafter collectively referred to as '**THE CONSENTING PARTY**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) **OF THE THIRD PART**

WHEREAS –

Shukleshwar Raghunath Tulshibaugwale and others were the owners of the property bearing Survey No.89/2, 90/2 and 91/2, Parvati, Pune;

It appears from the said Sale Deeds dated 19.10.1956 and 20.11.1956 that the said owners got the layout plan sanctioned from Pune Municipal Corporation vide No. TPO/1557 dated 24.12.1951. Out of the said sanctioned layout two plots bearing No.130 and 131 are the subject matter of the present title investigation report. The Plot No.130 is more particularly

described in Schedule I hereunder written while Plot No.131 is described in Schedule II hereunder written;

Plot No.130

The said owners executed Sale Deed dated 19.10.1956 in respect of Plot No.130 in favour of Geetabai (Tarabai) Dhondopant Kulkarni. The said Sale Deed is registered in the office of the Sub Registrar, Haveli No.1 at Serial No.97. By virtue of the said Sale Deed Geetabai (Tarabai) Dhondo Kulkarni became the owner of the said Plot No.130;

Thereafter the said Geetabai (Tarabai) Dhondopant Kulkarni executed Sale Deed dated 06.09.1976 in respect of Plot No.130 in favour of Consenting Party No.1 i.e. Sou. Asha Vijay Dhadphale which sale deed is registered in the office of the Sub Registrar, Haveli No.2 at Serial No.934. Thus by virtue of the said sale deed dated 06.09.1976 Consenting Party No.1 i.e. Sou. Asha Vijay Dhadphale has become the owner of the said plot No.130 and her name is duly entered in 7/12 extract of the said plot as the owner thereof. Thus Consenting Party No.1 i.e. Sou. Asha Vijay Dhadphale is the owner of the said Plot No.130;

Plot No.131

Shri Shukleshwar Raghuanth Tulshibagwale and others executed Sale Deed dated 20.11.1956 in favour of Shri Yashwant Ganesh Joshi, which sale deed is registered in the office of the Sub Registrar, Haveli No.11 at Serial No.1280;

Shri Yashwant Ganesh Joshi executed Sale Deed dated 11.04.1961 in favour of Shantabai Gangadhar Dhadphale. The said Sale Deed is registered in the office of the Sub Registrar, Haveli No.11 at Serial No.522;

The Collector of Pune granted N.A. permission vide order No. PRN/SR/284/11 dated 03.11.1979 in respect of Plot No.131;

The said Shanta Gangadhar Dhadphale and Consenting Party No.1 i.e. Sou. Asha Vijay Dhadphale amalgamated the Plot No.130 and 131 and the same is approved by Pune Municipal Corporation and accordingly the said Shanta Gangadhar Dhadphale and Consenting Party No.1 i.e. Asha Vijay Dhadphale obtained Commencement Certificate No.1678 dated 22.08.1981 and constructed structure on the said plots and obtained final completion certificate dated 12.07.1990;

The said Shantabai Dhadphale expired on 07.09.1997 leaving behind her, her last Will dated 10.05.1995. The said Will is unregistered. By the said Will the said Shantabai bequeathed the said Plot No.131 to Consenting Party No.1 i.e. Asha Vijay Dhadphale. Thus by virtue of the said Will the said Consenting Party No.1 i.e. Asha Vijay Dhadphale became the absolute owner of the said Plot No.131 and the undivided share in the construction;

The said Consenting Party No.1 i.e. Asha Vijay Dhadphale also made additions in the structure vide commencement certificate No.4215/2006 dated 06.03.2006 and obtained completion certificate bearing No. BCO/14/07/129 dated 11.09.2007;

It appears that the names of Vijay Gangadhar Dhadphale, Chhaya Vijay Joshi and Vidya Shrikrishna Sumant were duly entered in 7/12 extract of the said property. However, it appears from Pherphar no. 6152 that by virtue of the said Will the name of Consenting Party No.1 i.e. Asha Vijay Dhadphale is duly entered in 7/12 extract as per order dated 25.02.2009 passed by Sub Divisional Officer, Sub Division, Pune in RTS Appeal No.120/2008;

The said legal heirs of Shantabai Dhadphale executed affidavit dated 29.11.2016 and confirmed the fact of existence, execution and the arrangement made in the said Will. In the said affidavit they confirmed that there is no dispute about the said Will and the said Will is acted upon and Consenting Party No.1 i.e. Mrs.

Asha Vijay Dhadphale has become the absolute owner of Plot No.131 and the structure then standing thereon;

The Consenting Party No.1 i.e. Smt. Asha Vijay Dhadphale executed Gift Deed dated 21.03.2017, registered in the office of the Sub Registrar, Haveli No.1 at Serial No. 2130 thereby gifting 75% in Plot No.130 and 131 to Consenting Party No.2 i.e. Mrs. Vrinda Harsha Date, Consenting Party No.3 i.e. Smita Atul Khapali and Consenting Party No.4 i.e. Amit Vijay Dhadphale equally and keeping remaining 25% undivided share therein to herself;

The said Consenting Party No.1 i.e. Smt. Asha Vijay Dhadphale also executed another Gift Deed dated 30.12.2017 registered in the office of the Sub Registrar, Haveli No.1 at Serial 10312 thereby gifting 75% in the residential house admeasuring 1800 sq.ft. i.e. 167.22 sq.mtrs. constructed on Plots No.130 and 131 to Consenting Party Nos.2 to 4 and keeping remaining 25% undivided share to herself;

The Consenting Party No.1 i.e. Smt. Asha Vijay Dhadphale is the owner of 25% in Plot Nos. 130 and 131 and residential house thereon and the Consenting Party Nos. 2 to 4 are the joint owners of 75% undivided share in Plot Nos. 130 and 131 and residential house then existed thereon and their rights are clear and marketable and free from any encumbrances, mortgage or charges of whatsoever nature;

The Consenting Party No.1 entrusted development rights in respect of her share in the plot and in the residential structure in favour of the Promoter by Development Agreement dated 05.03.2018 which Development Agreement is registered in the office of the Sub Registrar, Haveli No.1 at Serial No. 1869 and Power of Attorney dated 05.03.2018, registered in the office of the Sub Registrar, Haveli No.1873 in favour of Promoter herein;

The Consenting Party No.2 entrusted development rights in respect of her share in the plot and in the residential structure in favour of the Promoter by Development Agreement dated 05.03.2018 which Development Agreement is registered in the office of the Sub Registrar, Haveli No.1 at Serial No. 1870 and Power of Attorney dated 05.03.2018, registered in the office of the Sub Registrar, Haveli No.1873 in favour of Promoter herein;

The Consenting Party No.3 entrusted development rights in respect of her share in the plot and in the residential structure in favour of the Promoter by Development Agreement dated 05.03.2018 which Development Agreement is registered in the office of the Sub Registrar, Haveli No.1 at Serial No. 1871 and Power of Attorney dated 05.03.2018, registered in the office of the Sub Registrar, Haveli No.1873 in favour of Promoter herein;

The Consenting Party No.4 entrusted development rights in respect of his share in the plot and in the residential structure in favour of the Promoter by Development Agreement dated 05.03.2018 which Development Agreement is registered in the office of the Sub Registrar, Haveli No.1 at Serial No. 1872 and Power of Attorney dated 05.03.2018, registered in the office of the Sub Registrar, Haveli No.1873 in favour of Promoter herein;

The Promoter thereafter got the building plan sanctioned in respect of the said Plots from Pune Municipal Corporation vide Commencement Certificate No.CC/0613/2018 dated 11.06.2018;

*The said proposed scheme / building shall be known as “**RAMALAY**”.*

After satisfying about the title of the Consenting Party and the development rights acquired by the Promoter the Allottee has agreed to purchase the said flat No. ____ from the Promoter for the price Rs. ____/- (Rs. _____ only) and on the terms and conditions hereinafter appearing;

The Allottee who is desirous of purchasing the said Flat in the proposed construction on the said property, approached the Promoter and the Allottee has demanded from the Promoter inspection of all the documents of title relating to the said property and other papers and has satisfied himself/herself about the same.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES EHRETO AS FOLLOWS :

The Promoter shall construct the said building/s consisting of _____ floors, Basement and ground/stilt/ _____ podiums and _____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.

1a)

The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ of carpet area admeasuring _____ Sq.Mtrs. on _____ floor in the building _____ /Wing (hereinafter referred to as 'The Apartment') as shown in the floor plan therefore hereto annexed and marked Annexures _____ for the consideration of Rs. _____ including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith (the price of the Apartment including the proportionate price of the common areas).

The Promoter hereby agrees to allot to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout (kindly verify the same.)

The Promoter has allotted covered parking No._____ to Allottee for which Promoter has not taken any consideration for the same. The Allottee shall have the right to use the said covered parking space exclusively. However the Allottee shall not claim ownership rights in respect of said covered parking space.

1b) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner :-

Amount of Rs. _____ (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

Amount of Rs. _____ (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Apartment is located.

Amount of Rs. _____ (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of slabs including podiums and stilt of the building or wing in which the said Apartment is located.

Amount of Rs. _____ (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Promoter on Completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

Amount of Rs. _____ (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

Amount of Rs. _____ (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevations, terraces with waterproofing, of the building or wing in which the said Apartment is located.

Amount of Rs. _____ (Rupees _____)(not exceeding 95% if the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby/s, plinth provisions, paying of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the be prescribed in the Agreement of Sale of the building or wing in which the said Apartment is located.

Balance Amount of Rs. _____ (Rupees _____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

1d) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the Apartment

1e) The total price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc. the Promoter shall enclose the said notifications/ order/rule/

regulation published / issued in that behalf to that effect along with the demand letter being issue to the Allottee which shall only be applicable on subsequent payments.

1f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @_____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the Occupancy Certificate is granted by the Competent Authority, by furnishing details of changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 days with Annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1h) The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or Completion Certificate in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (c) hereinabove ('Payment Plan').

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Sq.Mtrs. only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ 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.

4.1 If the Promoter fails to abide by the time Schedule for completing the project and handing over the Apartment to the

Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest @ ___ % p.a. on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest @ ___ % p.a. on all the delayed payment 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 (s) to the Promoter.

4.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 4.1 above, 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 three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement.

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post A.D. 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 specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

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

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand,

or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure ____ annexed hereto.

The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20. If the Promoter fails or neglect to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the Clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :-

Non-availability of steel, cement, other building materials, water, electric supply or labour.

War, civil commotion or act of God; heavily Changes in any rules, regulations, bye – laws of various statutory bodies and authorities from time to time affecting the development and the project.

Delay in grant of NOC / permission / license connection / installation and any services such as lifts, electricity and water connection and meters to the scheme/flat, road NOC or completion certificate from appropriate authority.

Delay or default in payment of dues, expenses, charges, consideration by the Allottee/s under these presents.

Any notice, order, rule, notification of the Government and / or public or competent authority.

Pendency of any present and future litigation or order of the Court.

Any act beyond control of the Promoter.

Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate.

Any other mitigating circumstances due to which the development of the said real estate Project is not possible.

7.1 Procedure for taking Possession:

The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment to the Allottee in terms in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy;

7.3 Failure of Allottee to take possession of Apartment:

Upon receiving a written intimation from the Promoter as per Clause ____, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such order documentation as prescribed in this

Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable.

8. Defect Liability-

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The word 'defect' means only the structural defect caused on account of willful neglect on the part of the Promoter and shall not mean the defect caused by normal wear and tear, negligent use of the flat by the Allottee and vagarious of nature etc. It is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, W.C. terrace etc. If any of such works are carried or any heavy load is stored in the said flat, balcony, terrace etc. any liability including the defect liability automatically shall be void and the Allottee shall be responsible for it. If, due to the Allottee's act or negligence the structure is damaged, the repairs shall be carried out by the Allottee who is responsible for such act and the Promoter shall not be liable for the same. If the amenities and facilities which are manufactured by other entity suffer from any defeat then in that case the Promoter shall not be liable for the said defect and deficiency in that case. The Allottee or association of Allottee shall make grievance against the said manufacturer and not against the Promoter.

9. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

10. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also time to time sign and execute the application for registering and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

11.1 The Promoter shall, within 3 months of registration of the society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and interest of the Vendor/ Lessor/ Original Owner / Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

11.2 The Promoter shall, within 3 months of registration of the Federation / Apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and interest of the Vendor/ Lessor/ Original Owner / Promoter and/or the owners of the project land on which the building with multiple wings or buildings are constructed.

11.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy. The Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building/s namely 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, chowkidars, sweepers and all others expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoing. The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a Limited Company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be.

12. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

Rs. _____ for share money, application entrance fee of the society or Limited Company/ Federation/ Apex Body.

Rs. _____ for formation and registration of the society or Limited Company / Federation/ Apex Body.

Rs. _____ for proportionate share of taxes and other charges/ levies in respect of the society or Limited Company/ Federation / Apex body.

Rs. _____ for deposit towards provisional monthly contribution towards outgoings of society or Limited Company/ Federation / Apex body.

Rs. _____ for deposit towards water, electric and other utility and services connection charges and

Rs. _____ for deposits of electrical receiving and Sub-Station provided in layout.

13. The Allottee shall pay to the Promoter a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the society, or Limited Company/ Federation / Apex body and for preparing in rules, regulations and bye-laws and the cost of the preparing he engrossing the conveyance or assignment of lease.

14. At the time of registration of Deed of Declaration/conveyance the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/ wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Federation / Apex body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Federation / Apex body.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee as follows :-

i) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

iii) There are no encumbrances upon the project land or the project except those disclosed in the title report;

iv) There is no litigation pending before any Court of law with respect to the project land or project except those disclosed in the title report;

v) All approvals, licenses and permits issued by the Competent Authority 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 Authority with respect to the project, project land and said building/ wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/ wing and common areas;

vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii) *The Promoter has not entered into any agreement for sale and/or Development Agreement or any other Agreement / agreement with any person or party with respect to the project land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.*

viii) *The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement;*

ix) *At the time of execution of the Conveyance Deed of the structure of the Association of Allottee the Promoter shall handover lawful, vacant, physical possession of the common areas of the structure of the Association of the Allottee;*

x) *The Promoter has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities.*

xi) *No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land/or the project except those disclosed in the title report.*

18. The Allottee/s or himself, themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i) *To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or*

change/ alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment in any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable

repair and condition and in particular so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the society or the Limited Company.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii) Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

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

xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/ Limited Society, 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.

xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and the project land or any part thereof to view and examine the state and condition thereof.

19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society/ Limited Company or other body and until the project land is transferred to the Apex Body/ Federation as hereinbefore mentioned.

21. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall sever a notice to the Allottee for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement

and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. In the present transaction the Allottee approached the Promoter independently and decided to purchase the said Apartment from the Promoter. There is no real estate agent involved in the present transaction and therefore the Promoter has not given any brokerage or commission to any real estate agent under any head and therefore the name of any real estate agent is not mentioned in the present agreement.

OR

The Promoter has launched the present real estate project and _____ is working as real estate agent and his name is registered with the regulatory authority. The said real estate has facilitated the present transaction and accordingly necessary charges are paid by the concerned party to the said real estate agent.

24. The Allottee is aware and declares that the real estate agent has not represented any specifications amenities and facilities other than mentioned in the present agreement. The real estate agent has not mentioned anything about the title, the services to the Purchaser and the real estate Agent has consented for the same.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE SUBSEQUENT ALLOTTEES :

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

26. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the project.

28. FURTHER ASSURANCES :

Both parties agree they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution

the said agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and notified Email-ID/Under Certificate of Posting/Registered Post at their respective addresses specified below :

_____ Name of the Allottee

_____ Allottee's Address

M/s. _____ Promoter Name

_____ Promoter Address

Notified Email ID : _____

It shall be the duty of the Allottee and the Promoter to inform each other if any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee as the case may be.

31. JOINT ALLOTTEES :

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

32. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGES :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the (Apartment) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force,

such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

33. ENTIRE AGREEMENT :

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

34. RIGHT TO AMEND :

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

35. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Real Estate Regulatory Authority will have the jurisdiction for this Agreement.

37. EFFECT OF LAW:

This Agreement shall always be subject to the provisions of the Real estate Regulation and Development Act 2016 and the rules made thereunder as the case may be.

38. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERED TO

Description of the freehold/ leasehold land and all other details

SECOND SCHEDULE ABOVE REFERED TO

Herein set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Note : Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

Please insert description of the Apartment and the Garage/ closed parking (if applicable) along with boundaries in all four directions:

SCHEDULE 'B'

Floor Plan of the Apartment

ANNEXURE-A

Name of the Attorney at Law/Advocate

Address :

Date:

No.

RE:

Title Report

Details of the Title Property

*The Schedule Above Referred to
(Description of property)*

Place :

Dated ____ day oof ____ 20____

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE 'B'

(Authenticated copies of Property Card or extract Village Forms VI or VII or XII or any other revenue record showing nature of the title of the Vendor/ Lessor/ Original Owner/ Promoter to the project land)

ANNEXURE C-1

(Authenticated copies of the plans of the layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE C-D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE C-E

SPECIFICATIONS

STRUCTURE:	<i>R.C.C. Earthquake Resistant Framed Structure with internal brick walls 4” /5”(10 cm) thick & External brick walls 6” (15cm) thick</i>
PLASTER:	<i>Cement Plaster with sand face sponge finish externally. Internal GYPSUM Finished.</i>
FLOORING:	<i>Living and Kitchen: 800mm X 800mm Vitrified flooring. Master Bedroom Wooden finish flooring Other rooms 600mm X600mm vitrified tile flooring. Toilets and Terrace – 300mm x 300mm Non Skid Ceramic tile flooring. Skirting - 3” as per floor tiles. Dado – Designer Glazed tiles up to lintel level in toilets.</i>
TOILETS:	<i>Attached toilet to master bed room shall have shower panel. In remaining toilets Jaguar make C. P. fittings with hot & cold mixer arrangement will be provided.</i>
KITCHEN:	<i>Ten feet long kitchen platform with S. S. Sink & granite top.</i>
PLUMBING:	<i>Concealed plumbing in all toilets and kitchens.</i>
ELECTRIFICATION:	<i>Concealed wiring with modular fittings.</i>
<i>a)Living :</i>	<i>3 L.P. +2 H.Pl .P. + 1 F. P. + 1 T.V. P + 1 Tel. P. +1 Bell P.</i>
<i>b)Dinning:</i>	<i>1L.P+1F.P+1H.Pl .P.</i>
<i>c)Kitchen:</i>	<i>2 L.P. +1 H.Plug. P. + 1 F. P. + 2 P.P. + 1 Ex. P. + 1 Aqua Guard P.</i>
<i>d)M Bed:</i>	<i>2 L.P. + H.Pl. P. + 1 F. P., 1 A.C P+ 1TV P</i>
<i>e)Bed:</i>	<i>2 L.P. + H.Pl. P. + 1 F. P.,</i>
<i>f)Toilets:</i>	<i>1 L.P + 1P.P + 1 Ex. P with Exhaust fan</i>

g) Dry Balcony : 1 L. P.+ 1 P.P
h) Balcony : 1 L. P.

WINDOWS: Anodized sliding windows with 2/3/4 track wherever necessary with Mosquito proof mesh and oil painted M.S. grills, fitted with Granite sill.

DOORS: Marine ply frame with good quality flush door shutters.

PAINTING: Internal: Emulsion paint
External : Exterior Emulsion paint
Grills: Oil paint.

WATER SUPPLY: Underground & Overhead water tanks of adequate capacities.

LIFT: Lifts will be Standard company (Kone or equivalent make)

POWER BACK UP: Generator back up to lifts, pumps and staircase lights.

FIRE FIGHTING Fire fighting system shall be as per relevant norms.

ANNEXURE C - F
VALUE ADDITIONS

1. EACH FLAT SHALL HAVE POWDER COATED M.S. DOOR AT THE ENTRANCE AS A SAFETY DOOR.
2. TOILETS WILL HAVE GRANITE FRAMES WITH GOOD QUALITY WATERPROOF PVC DOORS WITH BRASS OR C.P. FITTINGS.
3. ALL STAIRWAYS WILL BE WITH MARBLE FLOORING AND ATTRACTIVE DESIGNER LOBBY.

4. *SIDE MARGIN AREA SHALL HAVE FLORRING WITH PAVING BLOCK.*
5. *VIDEO DOOR PHONE & BURGLE ALARMS SYSTEMS AND INTERCOM FACILITY.*
6. *ONE SERVANT TOILET AT PARKING FLOOR.*
7. *BRANDED SPLIT AIR CONDITIONER IN MASTER BEDROOM.*
8. *SEPARATE BATTERY BACK UP FOR EACH FLAT.*
9. *LAVISHLY DESIGNED EXCLUSIVE ELEVATION.*
10. *COMMON SOLAR WATER HEATING SYSTEM FOR ENTIRE BUILDING.*

ANNEXURE C-G

(Authenticated copies of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)