

AGREEMENT TO SALE

This Agreement made at this _____th day of _____ in the year Two Thousand and _____.

BETWEEN

M/s. VYAS BUILDCON PVT.LTD. (PAN No. AADCV2312C) a company incorporated and registered under Companies Act, 1956, having its office at 48, Uma-Mahesh Co-operative Housing Society, Kothrud, Paud Road, Pune 411038 represented by its duly authorized signatory and Director Mr. Rajesh Dinesh Vyas, Age-51 years,

Occupation- Business, Residing at 703, Uma Mahesh CHS, 48, Rambaug Colony, Kothrud, Pune 411038.

Hereinafter collectively called as the "PROMOTER", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors, executors, administrators, and assigns **of the FIRST PART,**

AND

Mr.....PAN

Mrs.....PAN

Address.....,
.....

E-mail id, hereinafter called as the

“THE ALLOTTEE”, which expression shall unless repugnant to the context or meaning thereof, mean and include its plural, his/ her/ their respective heirs, successors, executors, administrators and assigns, **of the SECOND PART**

AND

Alankapurishree Co.op. Hsg. Soc. Ltd

A Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under No. PNA/(PNA/(PNA)HSG/TC/1417/88-89/06-10-1988 through it's Office bearers

1. Mr.Ashok Shivram Ambardekar - (PAN NO.AATPA8007C)
Age: - 86 years Occupation: - Retired (AADHAR No.218776533393)
 2. Mr.Anand Chintaman Limaye - (PAN NO.AACPL8937H)
Age: - 64 years Occupation: - Retired (AADHAR No.519068258496)
 3. Mrs. Mugdha Pradeep Tungare - (PAN NO.AALPT6085H)
Age: - 58 years Occupation: - Retired (AADHAR No.968974571411)
- Mr.Pradeep Bhalchandra Tungare - (PAN NO.AALPT6084G)
Age: - 61 years Occupation: - Retired (AADHAR No.770995263021)

- 4.** Mr. Mangesh Kisan Parkhe – (PAN NO. ABHPP3512E)
Age:- 56 years Occupation :- Service (AADHAR No.514564336668)

Mrs. Jyoti Mangesh Parkhe (PAN NO. ABHPP3511H)
Age- 53 Years, Occ.- Service (AADHAR No.713539109891)
- 5.** Mr.Vinay Dattatray Vesavkar – (PAN NO.AAGPV6872K)
Age: - 59 yers, Occupation: - Retired (AADHAR No.970387246350)

Mrs. Deepali Vinay Vesavkar – (PAN NO.AJKPV4869M)

Age: - 49 years, Occupation: - Housewife (AADHAR No.872951547324)
- 6.** Mr.Vishwas Purushottam Bhave – (PAN NO. ABBPB2068B)
Age: - 67 years Occupation: - Retired (AADHAR No.791893953254)

Mr. Nachiket Vishwas Bhave – (PAN NO. AUQPB2389B)
Age: - 32 years Occupation: - Service (AADHAR No.851315139564)
(Thro' POAH Mr.Vishwas P. Bhave)
- 7.** Smt. Amita Nityanand Moye – (PAN NO.ABYPM6421E)
Age: - 53 years Occupation: - Housewife, (AADHAR No.983895638678)

Mr. Shubhankar Nityanand Moye - (PAN NO.AQJPM5585H)
Age: - 23 years Occupation: - Student, (AADHAR No.271654926388)

Miss. Swaminee Nityanand Moye - (PAN NO. AQJPM5586E)
Age: - 18 years Occupation: - Student, (AADHAR No.318724096194)
- 8.** Mrs.Gauri Ranganath Joshi – (PAN NO. ADVPJ4268K)
Age: - 46 years Occupation: - Business, (AADHAR No.554099450879)

Mr.Ranganath Vasant Joshi – (PAN NO. AEAPJ7911H)
Age: - 50 years Occupation: - Service, (AADHAR No.873593591708)
- 9.** Mr.Harish Tukaram Shirodkar (PAN NO. AMXPS1398E)
Age: - 55 years Occupation : - Service, (AADHAR No.583347950209)

Mrs. Madhuri Harish Shirodkar (PAN NO. ATLPS6889B)
Age- 49 Years, Occ.- Service, (AADHAR No.755683213867)
- 10.** Smt. Surekha S. Dhoble – (PAN NO.ALBPD4196Q)
Age: - 57 years Occupation: - Housewife, (AADHAR No.383851659617)

Mr. Swapnil S.Dhoble – (PAN NO.AKQPD8466P)
Age: - 34 years Occupation: - Business, (AADHAR No.485512682985)
Mr. Ashutosh S.Dhoble – (PAN NO. BDBPD2632N)
Age: - 28 years Occupation: - Service, (AADHAR No.343944361810)
- 11.** Smt. Vijaya Shrikrishna Kuknur (PAN NO. AFIPK7021E)
Age: - 81 years Occupation: - Housewife, (AADHAR No._394039581431)
- 12.** Mrs.Neeta Nilkanth Samel – (PAN NO. AAQPS1457F)
Age: -63 Adult Occupation: - Retired, (AADHAR No.637469885114)

- 13.** Mrs.Shailaja Deepak Dunakhe – (PAN NO.AAOPD8381M)
Age: - 56 years Occupation: - Housewife, (AADHAR No.593542097367)

Mr. Deepak Sharad Dunakhe (PAN NO. ABBPD2220R)
Age: - 61 years Occupation: - Business, (AADHAR No.431067148377)
- 14.** Mrs. Arti Sunil Mijar (PAN NO.AAXPM1377R)
Age: - 48 years Occupation: - Housewife, (AADHAR No.242038747490)
- 15.** Mr.Chandrakant Tukaram Hulawale – (PAN NO.AALPH2861H)
Age: - 66 years Occupation: - Retired, (AADHAR No.684266933132)
- 16.** Mrs.Sushma Subhash Naik– (PAN NO.AFWPN6033K)
Age: - 61 years Occupation: - Housewife, (AADHAR No.213565561392)
- 17.** Mrs.Suvarna Rajendra Gondhalekar – (PAN NO.ATLPG7277P)
Age: - 58 years Occupation: - Housewife, (AADHAR No.904007429760)

Mr. Neelesh Rajendra Gondhalekar (PAN NO. ATLPG7327C)
Age: - 32 years Occupation: -Service, (AADHAR No.937812340310)
- 18.** Rajashree Rajendra Satam (PAN NO.CMVPS0227A)
Age: - 56 years Occupation: - Service, (AADHAR No.291069456626)
- 19.** Mr.Pramod Mahadeo Pradhan – (PAN NO.ABDPP9893N)
Age:- 75 years, Occupation: - Retired, (AADHAR No.262258837913)

Mrs. Pratima Pramod Pradhan (PAN NO. ABDPP9894M)
Age:- 66 years Occupation: - Retired, (AADHAR No.477713909136)
- 20.** Mrs.Smita Anand Limaye –(PAN NO. AAHPL2373A)
Age: - 60 years, Occupation: - Retired, (AADHAR No.214625307016)
- 21.** Mr.Shridhar Malhari Gogte – (PAN NO.AARPG9912C)
Age: - 62 years, Occupation: - Retired, (AADHAR No.412786208750)

Mrs. Manik Shridhar Gogte (PAN NO. AKOPG5567E)
Age: - 61 years Occupation: - Retired, (AADHAR No.501568383546)
- 22.** Mr.Anant Waman Dalal Waman Dalal – (PAN NO. AVYPD8469M)
Age: - 87 years, Occupation: - Retired,
- 23.** Mr. Anand Damodar Sane – (PAN NO.ADLPS5257M)
Age: - 63 years, Occupation: - Business, (AADHAR No.516778524117)

Mrs. Anjali Anand Sane (PAN NO.BGHPS1501G)
Age: -54 years, Occupation: - Housewife, (AADHAR No.348441245887)

Through their constituted attorney

Mr.Rajesh Dinesh Vyas

Director, M/S Vyas Buildcon Pvt. Ltd.

Age -51 yrs., Occupation- Business

Residing at 703, Uma-Mahesh Soc, Rambaug Colony, Paud Road, Pune-411038

Hereinafter collectively referred to as “ the Consenting Party / Owner Society" (which expression unless repugnant to the context and meaning thereof be deemed to mean and include the said society its office bearers, members and their heirs, administrators, executors, representatives and assignees) being the **PARTY OF THE THIRD PART.**

WHEREAS

- A) The property bearing Plot No. 35, admeasuring area about 1258 Sq. Mtrs. Out of Survey No 121 and 122, Having corresponding CTS No. 850 along with the building constructed thereon consisting of 22 Flats and 1 Garage situated at Rambaug Colony, Village Kothrud, Taluka Haveli, Dist Pune which property is more particularly described in the schedule written hereunder (Hereinafter for the sake of brevity and convenience the land is referred to or called as the “said Plot” and along with construction “said Property” resp.)
- B) AND WHEREAS Smt. Laxmibai Anantrao Dalal originally purchased the said Plot from Shri. Krishnaji Ramchandra Koshti and others by executing a Sale Deed dated 20/12/1943, which Sale Deed is duly registered in the Office of the Sub-Registrar, Haveli No. 01, at Serial No. 1267 on the same day. Smt. Laxmibai Anantrao Dalal expired on or about 20/11/1946, leaving behind her three sons namely Shri. Waman Anantrao Dalal, Shri. Narayan Anantrao Dalal and Shri Hari Anantrao Dalal who were the joint owners of the said Plot and accordingly, their names were recorded on the 7/12 extract by Mutation Entry No. 7062 in respect of the said Plot.
- C) AND WHEREAS the said joint owners of the said Plot agreed to sell the said Plot by executing an agreement dated 24/08/1983 in favour of and unto Mrs. Shubhangi Vishwas Bhat and Mrs. Jayashree Balasaheb Adhikari. They handed over the possession of the said Plot to the purchasers namely Mrs. Shubhangi Vishwas Bhat and Mrs. Jayashree Balasaheb Adhikari at the time of execution of the aforesaid Agreement.
- D) AND WHEREAS said Mrs. Shubhangi Vishwas Bhat and Mrs. Jayashree Balasaheb Adhikari by executing agreement dated 19/12/1983, have agreed to sell / transfer their rights, title and interest in respect of the said Plot to M/s. Sunit Builders at or for a total consideration of Rs. 3,00,000/- (Rupees Three Lacs Only.) and one residential block admeasuring area about 727 sq. ft. which they have obtained under Agreement dated 24/08/1983 on the terms and conditions stated in the said Agreement. Said Mrs. Shubhangi Vishwas Bhat and Mrs. Jayashree Balasaheb Adhikari have also handed over the possession of the said Plot to M/s. Sunit Builders.

- E) AND WHEREAS said Mrs. Bhat and Mrs. Adhikari authorised M/s. Sunit Builders to develop the said Land and to commence and to carry on the construction of the buildings on the said Plot as also to develop a scheme of ownership flats and do advertise, to sell the ownership flats of the building to be constructed by the builder on the said Plot and to enter into agreements for sale in respect of the flats with the prospective purchases of flats.
- F) AND WHEREAS on the basis of the said Agreement of Sale 19/12/1983 entered in to between said Mrs. Shubhangi Vishwas Bhat and Mrs. Jayashree Balasaheb Adhikari AND M/s. Sunit Builders, said M/s. Sunit Builders constructed a multistoried building and a Garage on the said Plot and also constructed a block admeasuring area about 727 Sq.Ft. for Shri. Waman Anantrao Dalal and allotted the same to him. The rest of the flats in said building were sold to individual purchasers. Further, a co-operative housing society of all the flat owners of the said building was formed and the same was registered under No. PNA/ (PNA) HSG (TC) 1417/88-89, Dated 06.10.1988 under the name as "Alankapurishree Cooperative Housing Society".
- G) AND WHEREAS after completion of all formalities of construction and society formation, the complete legal, constructive and absolute ownership rights of said Property were transferred in favour of the said Co-operative Housing society, vide the registered Conveyance Deed dated 02/04/2008 vide. No. 3238/2008 at Haveli no.20 and a Correction Deed 02/07 2008 vide. No. 1586/2008 at Haveli no.02 and thus the said Alankapurishree Co-op. Housing Society became the absolute owner of the said Plot bearing Plot No. 35, having corresponding CTS No. 850 admeasuring about 1258 sq. mtr, out of S No.121+122, in Rambaug colony on Paud Road, Kothrud, Pune 411038, along with the buildings and other construction thereon.
- H) AND WHEREAS the Society herein is thus absolute owner of the said property comprising of the said Plot and one building standing thereon consisting of 22 residential units +1 Garage (allotted to and in respective exclusive possession of members of the Society) which is more particularly described in the Schedule-A hereunder written.
- I) AND WHEREAS the aforesaid building is old fashioned. Besides, as per the present building construction laws and rules, some additional construction is also possible to be effected. The General Body of the Society has therefore unanimously decided to redevelop the said property, through a reputed developer, by demolishing the present buildings standing thereon and constructing a new building thereafter.
- J) AND WHEREAS in the Special General Body Meeting of the Owner Society held on 20/03/2016, it was decided unanimously to get the said Property redeveloped through a reputed builder.

K) AND WHEREAS it was also proposed that the new building to be constructed, shall be solely used for residential purpose only and not for any commercial and/or other office or professional use. No deviation in this regard will be accepted by the Society.

L) AND WHEREAS after considering a few proposals from prospective developers, the Society has found the offer dated 03/12/2015 together with its enclosure of the Developer herein, most reasonable. The Developer herein represented, assured to the Owner Society that it has good market reputation, experience, expertise, knowledge, technical knowhow, sound financial condition and capabilities in the area of Reconstruction and/or Redevelopment activities and further the Developer claimed to be capable of satisfying all the needs of the Society in this context.

M) AND WHEREAS in the special General Body meeting held, members of the Society arrived at broad and general requirements of proposed redevelopment. The Parties herein have thereafter further negotiated and decided to reduce in writing the formal understanding over broad and general requirements by executing a Memorandum of Understanding dated 30/07/2016.

N) AND WHEREAS the Parties herein decided to reduce in writing the terms and conditions of granting of rights for redevelopment of the said property to the Developer; as may be finally and specifically decided between the Parties, including inter alia those contained in the MOU are incorporated in this Redevelopment Agreement executed by all the Society members in favor of the Developer.

AND WHEREAS the Promoter has proposed to construct on the project land one building having P+10 floors.

AND WHEREAS the Allottee is offered an Apartment/ Flat bearing number ____ on the ____ floor, (herein after referred to as the said "Apartment/ Flat") in the Building called Pratibhasadan Coop Hsg. Soc. (herein after referred to as the said "Building") being constructed in the first phase of the said project, by the Promoter.

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects .

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no_____; authenticated copy is attached in Annexure 'H';

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

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

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs VISTAR and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure C and D respectively.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

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

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the _____ phase of the said Project.

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

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the seventh floor in the said building on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

TOTAL PRICE AND PAYMENT PLAN			
Price of Apartment			Rs. _____ /-
Price of covered car parking Rs.			
Agreement Cost			Rs. _____ /-
PAYMENT SCHEDULE			
At the time of Booking	10%		_____
At the time of Agreement within 15 days after Booking	20%		_____
On Completion of Plinth	15%		_____
On completion of the First Slab of the building	5%		_____
On completion of the Third Slab of the building	5%		_____
On completion of the Fifth Slab of the building	5%		_____
On completion of the Seventh Slab of the building	5%		_____
On completion of the Ninth Slab of the building	5%		_____
On completion of the walls, internal plaster, floorings of the said Apartment	5%		_____
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	5%		_____
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	5%		_____
On completion of lifts, water pumps, electrical fittings, paving of areas	10%		_____
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier.	5%		_____
Grand Total	100%		Rs. _____/-

1(a) 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 like GST or which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(b) 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 notification/order/rule/regulation published/issued in that behalf to that effect along.

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 certificates 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.

with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

a) 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 @ 9% 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.

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

c) 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.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1258 square meters only and Promoter has planned to utilize Floor Space Index of 1:2.5 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 1:2.5 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 as specified in the Rule, 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 as specified in the Rule, 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 instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 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.

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 thirty 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.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of June 2021. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents 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 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 -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

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 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 fulfilment 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 allottees, 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 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. 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.

9. The Allottee shall sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member, confirming /accepting the bye-laws of the Society and duly fill in, sign and return to the Chairman within seven days of the same.

9.1 The Promoter, within three months after receiving Completion/ Occupancy certificate from the Pune Municipal Corporation shall transfer to the society all the right, title and the interest of the Original Owner/Promoter in the said structure of the Building in which the said Apartment is situated.

9.2 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 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 other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society or Limited Company is formed and the said structure of the building 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. 3000/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the building is executed in favour of the society as aforesaid.

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

(i) Rs. _____/- for share money, application entrance fee of the Society

(ii) Rs. towards membership charges of the Society

11. The Allottee shall pay to the Promoter a sum of Rs. 25,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the cost of preparing and engrossing the conveyance.

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

13. 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.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, 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,

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

vii. The Promoter has not entered into any agreement for sale 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 to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. the local body has acquired some portion of the land on Western side against proposed road widening as disclosed in the title report.

14. The Allottee/s with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC,

Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society 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 regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of 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.

15. 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. BINDING EFFECT

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

19. 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 oral, if any, between the Parties in regard to the said apartment, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. SEVERABILITY

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

23. 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 Apartments in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 .

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

27. 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 at their respective addresses specified below:

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate.

Please affix photograph and sign across the photograph

SCHEDULE ‘A’

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] 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 Report

The Schedule Above Referred to

(Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

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

ANNEXURE –C

(Authenticated copies of the plans approved by the concerned local authority)

ANNEXURE -D

(Authenticated copies of the specifications of the Apartment agreed to be purchased by the Allottee)

ANNEXURE – E

(Common Amenities for the Apartment),

ANNEXURE –F

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

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received. The Promoter.

By order and in the name of the Governor of Maharashtra,

R. K. DHANAWADE,

Deputy Secretary to Government.(Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 Pune courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (*PUNE*) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

Allottee: (including joint buyers)

(1)

(2)

At on

in the presence of WITNESSES:

1. Name Signature _____

2. Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory) WITNESSES:

Name Signature _____

Name Signature _____

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