

## ARTICLES OF AGREEMENT

This **ARTICLES OF AGREEMENT** made at Pune this ..... day of ..... in the year **Two Thousand and Nineteen**

### B E T W E E N

#### **M/S. SHUBHAM PROPERTIES**

Through its Proprietor

#### **SHRI. SOHANLAL SHANKARLAL VISHNOI**

Age : 54years, Occupation : Business,

Having its office at 1, Ajay Apartment, D P Road, Aundh,

Pune – 411007

#### **PAN No. AAJPV3299B**

Hereinafter referred to as '**THE PROMOTER/BUILDER/DEVELOPER**', (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all his respective legal heirs, executors, administrators, assignees, successors, attorney's, legatees, nominees etc.)

### **PARTY OF THE FIRST PART**

### **A N D**

.....

**Age** : ...years, **Occupation** : .....

**Pan No.** .....

**R/at.** : .....

Hereinafter referred to as '**THE PURCHASER/S**', (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all his/her/their respective legal heirs, executors, administrators, assignees, successors, attorney's, legatees, nominees etc.)

### **PARTY OF THE SECOND PART**

**WHEREAS** all that pieces and parcels of land area admeasuring about 3861.90 sq. mtrs., out of CTS No. 1816 (part) situated at village Chinchwad, Taluka – Haveli, Dist. Pune & within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli Pune, more particularly described in the Schedule I written hereunder and hereinafter referred to as the Schedule I /Land Property. The said land is owned and possessed by The Promoter/Builder/ Developer.

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased the land area admeasuring about 924 sq.mtrs. from 1) Suman Gulab Sutar 2) Bajirao Tukaram Chinchwade, by registered Sale Deed dated 01/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 vide document registration no. 1149/2011,

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased the land area admeasuring about 205.09 sq.mtrs. from 1) Bharat Piraji Kale, 2) Dhanaji Piraji Kale & 3) Dattatraya Rajarm Pawar, by registered Sale Deed dated 02/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 vide document registration no. 1151/2011 on 02/02/2011,

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased the land area admeasuring about 924 sq.mtrs., from 1) Bharat Piraji Kale 2) Dhanji Piraji kale 3) Dattatray Piraji Kale 4) Naryan Piraji Kale 5) Jayashri Tanji Tupe 6) Indrayani Satish Darekar 7) Subhadra Bajirao Chinchwade (No. 07 for herself and on behalf of No. 1 to 6) by registered Sale Deed dated 02/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 Pune vide document Registration No. 1152/2011,

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 924 sq.mtrs., from 1) Shri. Babanrao Shankarrao Murhe, 2) Smt.

Vijayabai Sudhakar Chinchwade through its Power of Attorney Holder M/s. Shubham Properties, its Proprietor Mr. Sohanlal Shankarlal Vishnoi by registered Sale Deed dated 25/01/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 Pune vide document Registration No. 925/2011,

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 924 sq.mtrs., from 1) Shri. Dattatrya Piraji Kale 2) Sau. Subhadra Bajirao Chinchwade (Vendor No. 02 himself and on behalf of no. 01 as a power of attorney holder) by registered Sale Deed dated 01/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 Pune vide document Registration No. 1148/2011,

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 924 sq.mtrs., from 1) Shri. Narayan Piraji Kale 2) Sau. Subhasrao Bajirao Chinchwade, (Vendor No. 02 for herself and on behalf of the power of attorney holder of No. 01) by registered Sale Deed dated 02/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 17 Pune vide document Registration No. 1150/2011,

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 586 sq.mtrs., from Bajirao Tukaram Chinchwade, Suman Gulab Sutar, Rakesh Pandurang Padwal, Malan Dattatray Pawar, Laxmibai Tukaram Chinchwade, Rakhi Shekahr Sutar, Arti Ravidnra Pawale, by registered Sale Deed dated 05/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 at Sr. No. 1154/2011 on 05/02/2011.

**AND WHEREAS** M/s. Shubham Properties though its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 50 sq.mtrs., from Vijaya Sudhakar Chinchwade, Shailendra Sudhakar Chinchwade, Ranjit Sudhakar Chinchwade, Archana Atul

Gawali by registered Sale Deed dated 02/04/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 at Sr. No. 3467/2011 on 02/04/2011.

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 924 sq.mtrs., from Uma Sakharam Dange, Rakhi Shekhar Sutar, Arati Ravindra Pawale by registered Sale Deed on 05/02/2011. The said Sale Deed was registered in the office of Sub Registrar Haveli No. 19 at Sr. No. 1380/2011 on 05/02/2011.

**AND WHEREAS** M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi has purchased land area admeasuring about 15 sq.mtrs., from Pushpa Sakharam Bhosekar, Khanderao Damu @ Damodhar Chinchwade, Pandurang Damu @ Damodhar Chinchwade, Patilbuwa Damu @ Damodhar Chinchwade, Sham Rambhau Chinchwade through their Power of Attorney Holder Bajirao Tukaram Chinchwade by registered Sale Deed, the said sale Deed was registered in the office of Sub Registrar Haveli No. 17 at Sr. No. 8272/2011 on 28/07/2011.

**AND WHEREAS** by virtue of above mentioned Sale Deeds M/s. Shubham Properties has purchase the total land area admeasuring about 6400.09 sq. mtrs., out of CTS No. 1816 of Village Chinchwad, Tal. Haveli, Dist. Pune and after purchasing the said land the said M/s. Shubham Properties has obtained the NA order from Collector Pune bearing No. PMH/NA/SR/295/2013 dated 06/06/2014 and as per the said order the name of M/s. Shubham properties has been mutated in CTS No. 1816.

**AND WHEREAS** the M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi is owner of said property, there after they have filed application before the TILR for demarcation of said properties by Simple Mojani Application Nos. 4183/2017, 1166/2017. As per the said application the TILR had carried out the demarcation of said properties on dated 15-16/5/2017 and prepare the demarcation plan of said properties.

**AND WHEREAS** the M/s. Shubham Properties has obtained the Commencement Certificate bearing No. BP/Chinchwad/11/2013 dated 15/02/2013 issued by PCMC for the purpose of constructing the buildings and thereafter the said M/s. Shubham Properties has obtained the revise building Plan bearing No. BP/Chinchwad/52/2019 dated 05/07/2019.

**AND WHEREAS** as per City Survey extract the Special Land Acquisition officer No. 2 Pimpri has acquired the land area admeasuring No. 532.20 sq.mtrs. by order bearing No. Acquisition/S-U-2/66 dated 01/10/1999 for Pimpri Chinchwad Municipal Corporation for the purpose of Road. As per the said acquisition the special land acquisition officer acquired 381.43 sq.mtrs from original land owner and remaining area admeasuring about 150.77 land acquired from M/s. Shubham Properties. That therefore M/s. Shubham Properties through its Proprietor Mr. Sohanlal Shankarlal Vishnoi (Hereinafter Called and referred as “Promoter/Builder/Developer”) has executed the Possession Deed (Taba Pavati) in favour of Pimpri Chinchwad Municipal Corporation in respect of area admeasuring about 2387.42 Sq.mtr out of purchase area from CTS No. 1816 of village Chinchwad for the purpose of 25 mtrs wide road and reservation for Garden. The said Possession Deed (Taba Pavati) has registered in the office of Sub Registered Haveli No. 5 Pune at Sr. No. 1750/2019 on 25/02/2019. After the deduction of abovementioned acquire land the M/s. Shubham Properties is the remain owner of land area admeasuring about 3861.90 sq.mtrs., from CTS No. 1816 of Village Chinchwad, Tal. Haveli, Dist. Pune. (Herein after called and referred as **PROJECT LAND**)

**AND WHEREAS** the Promoter has proposed to construct on the project land area admeasuring about 3861.90 sq.mtrs., having Two Parking Floor and upto 12 floor residential unit project. The Purchaser/s hereby gives/give his/her/their irrevocable consent to the Promoter herein to carry out such alteration, modifications in the sanctioned plan/s of the said building as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the

Concern Authority, planning authority, competent authority or Government or any office of any authority.

**AND WHEREAS** on the basis of above mentioned Sale Deeds the Promoter/Builder herein have exclusive and full right, title and interest to develop and construct a multi-storied building/s consisting of flats/shops/offices/tenements therein on the said property as per the sanctioned plans of the local authority and to sell the said units/flats/shops/offices etc., to the prospective purchaser/s and also to enter into agreement/s.

**AND WHEREAS** the Purchaser is willing to Purchase **Unit bearing No. .... on ..... floor, admeasuring area about ....., in wing No. ....** in the **building known as name and style of “VAIGA”**, more particularly described in the Schedule "II" hereunder written (hereinafter referred to as "**THE SAID UNIT**" by the Promoter.

**AND WHEREAS** the Promoter herein has entered into a standard agreement with **Mr. Anil Pawar** at Pune registered with the **Pimpri Chinchwad Municipal Corporation Architect/LS** is as per the Agreements prescribed by the Council of Architects. Whereas the Promoter has appointed **Gensys Technologies Pvt. Ltd.** as a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter accepts the professional supervision of the Architect and the structural engineer till the completion of the building/s.

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no\_\_\_\_\_; authenticated.

**AND WHEREAS** on demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Anil Pawar 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 there under;

**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 any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Units 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 of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1.**

**AND WHEREAS** the 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 have been annexed hereto and marked as **Annexure C-2,**

**AND WHEREAS** the authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D.**

**AND WHEREAS** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, and sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

**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/s shall be granted by the concerned local authority.

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

**AND WHEREAS** the Purchaser has applied to the Promoter for allotment of **Unit bearing No. .... on ..... floor, admeasuring area about ....., in wing No. .... in the building known as name and style of “VAIGA”,** of the said Project,

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

**AND WHEREAS** the carpet area enclosed balcony of the said Unit is \_\_\_\_\_ sq.mtrs and the carpet area of the open balcony of the said unit is ... sq.mtrs, open terrace carpet area admeasuring about of the said unit is ..... sq.mtrs.

**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 Purchaser has paid to the Promoter a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Unit agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the

Promoter both hereby admit and acknowledge) and the Purchaser 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** prior to making application as aforesaid as required by the provisions of Maharashtra Unit Ownership Act, 1970 and the Urban Land (Ceiling & Regulation) Act, 1976, the Purchaser/s has made a declaration to the effect firstly, that neither the Purchaser/s nor the members of the family (family as defined under the Urban Land (C. & R.) Act of 1976) of Purchaser/s own a tenement, house or building within the limits of Pune/PCMC Urban Agglomeration.

**AND WHEREAS,** under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser, 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 Purchaser hereby agrees to purchase the (Unit) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of Two Parking Floor and upto 12 floor residential unit project on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely

affect the Unit of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Unit No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building “VAIGA” in wing No ... (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ....

The Purchaser/s hereby agrees and undertakes to pay the consideration of Rs. \_\_\_\_/- (Rs. \_\_\_\_\_ Only) to the party of the first part and the party of the second part, on the following manners:

| Sr. No. | Particular                                                                                                                                                                          | Rs. in % |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1.      | At the time of the booking of the said flat/unit                                                                                                                                    | 10 %     |
| 2.      | At the time of registration of the said Unit                                                                                                                                        | 20%      |
| 3.      | At the time of the plinth work of the building                                                                                                                                      | 15 %     |
| 4.      | At the time of the relevant slabs of the Purchaser                                                                                                                                  | 25 %     |
| 5.      | At the time of the completion of walls, internal plaster flooring, doors and windows of said flat premises                                                                          | 05%      |
| 6.      | At the time of on completion of the sanitary fittings, staircases, lift, wells, lobbies up to the floor level of the said flat premises                                             | 05 %     |
| 7.      | At the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said flat premises is located | 05 %     |
| 8.      | At the time of fitting/completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth                        | 10%      |

|    |                                                                                                                                                                           |      |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
|    | protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of the building or wing in which the said flat premises is located |      |
| 9. | At the time of handing over of the possession of the unit/flat premises on receipt of completion certificate or occupation certificate                                    | 05%  |
|    | Total                                                                                                                                                                     | 100% |

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, 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) up to the date of handing over the possession of the UNIT.

1(e) 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 Purchaser 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 with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser 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 Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser 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.

1(h) The Purchaser 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 Purchaser 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 Unit to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

2.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Unit] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy

certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installment 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 3861.90 square meters only and Promoter has planned to utilize Floor Space Index of 7466.73 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 7466.73 square meters as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Unit based on the proposed construction and sale of Units 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 [Unit] to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(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 Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser 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 fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, 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 Purchaser 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 aforesaid, the Promoter shall refund to the Purchaser (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 installments of sale consideration of the Unit which may till then have been paid by the Purchaser to the Promoter.

5. 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 Unit as are set out in **Annexure 'E', annexed** hereto.

**6. The Promoter shall give possession of the Unit to the Purchaser on or before..... day of .....20\_\_.** If the Promoter fails or neglects to give possession of the Unit to the Purchaser 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 Purchaser the

amounts already received by him in respect of the Unit 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 Unit on the aforesaid date, if the completion of building in which the Unit 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 Purchaser as per the agreement shall offer in writing the possession of the [Unit], to the Purchaser 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 [Unit] to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2** The Purchaser shall take possession of the Unit within 15 days of the written notice from the promoter to the Purchaser intimating that the said Units are ready for use and occupancy:

**7.3 Failure of Purchaser to take Possession of [Unit]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Purchaser shall take possession of the [Unit] 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 [Unit] to the Purchaser. In case the Purchaser fails to take

possession within the time provided in clause 8.1 such Purchaser 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 Unit to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Purchaser shall use the Unit or any part thereof or permit the same to be used only for purpose of ~~residence /office/show-room/shop/godown~~ for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s) of Units 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 from time to time sign and execute the application for registration 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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.

9.1 The Promoter shall, within three 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 the 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 Unit is situated.

9.2 The Promoter shall, within three 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 the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Unit is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) 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 other 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 Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of **Rs. .... per month** towards the outgoings. The amounts so paid by the Purchaser 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.

10. The Purchaser 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 or Limited Company/Federation/ Apex body.

(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout

11. The Purchaser 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 said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' 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 Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser 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 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, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/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 thing, whereby the right, title and interest of the Purchaser 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 / arrangement with any person or party with respect to the project land, including the Project and the said [Unit] which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Unit] to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. The Promoter has duly paid and shall continue to pay 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. 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 and/or the Project except those disclosed in the title report.

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter as follows :-

i. To maintain the Unit at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit 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 Unit 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 Unit 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 Unit in the compound or any portion of the project land and the building in which the Unit 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 Unit 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 Unit by the Purchaser for any purposes other than for purpose for which it is sold.

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

x. The Purchaser 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 Units 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 Purchaser 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 Unit 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 Unit is situated is executed in favour of Society/Limited Society, the Purchaser 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 Unit is situated is executed in favour of Apex Body or Federation, the Purchaser 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 project land or any part thereof to view and examine the state and condition thereof.

xiii. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land at any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said land and building to be constructed without thereupon affecting the rights granted in favour of the Purchaser/s in respect of the unit agreed to be purchased by him/her/them as per the terms of this Agreement.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser 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.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit 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.

#### 16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Unit/] 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 Purchaser who has taken or agreed to take such [Unit].

#### 17. BINDING EFFECT

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

## 18. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 Unit/building, as the case may be.

## 19. RIGHT TO AMEND

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

## 20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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 Purchasers of the [Unit], in case of a transfer, as the said obligations go along with the [Unit] for all intents and purposes.

## 21. 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.

## 22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Unit] to the total carpet area of all the [Units/Plots] in the Project.

## 23. 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.

## 24. 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 Purchaser, in after the Agreement is duly executed by the Purchaser 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 Pune.

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

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

Name of Purchaser  
(Purchaser's Address)  
Notified Email ID:\_\_\_\_\_

M/s Promoter name  
(Promoter Address)  
Notified Email ID: \_\_\_\_\_

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

27. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

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

29. 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 \_\_\_\_\_ Authority as per the provisions of the

Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

30. 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 \_\_\_\_\_ 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**  
**(Description of Project Land Property)**

All those pieces and parcels of land area admeasuring about 3861.90 sq. mtrs. out of CTS No. 1816 (part) situated at Village Chinchwad, Taluka Haveli, District Pune within the limits of Sub-Registrar Haveli Pune, and within the limits of Pimpri Chinchwad Municipal Corporation bounded as follows:-

- On or Toward East : CTS No. 1817 and Sonigara Nilay Apartment
- On or Toward South : 12 mtr wide Road
- On or towards West : CTS No. 1815 and Kunal River Apartment
- On or towards North : 25 mtr wide Road

**SECOND SCHEUDLE**  
**DETAILS OF THE UNIT**

- a) Unit No.** :
- b) Floor** :
- c) Wing** :
- d) Name of Project** : 'VAIGA'
- e) Admeasuring Carpet Area :**  
(This is inclusive of the balconies and Adjacent Terrace)

Together with all rights, liberties, easements, privileges, hereditaments and appurtenances thereto.

### **THIRD SCHEDULE**

#### **A) COMMON FACILITIES:**

1. Foundation work as per R.C.C. Design.
2. R.C.C. Framed structure as per R.C.C. Design
3. Masonry walls. Internal Plaster in C.M. with Sanla/Gypsum finish and external Plaster in C. M. with sand faced sponge finish.
4. Exterior painting with Sintex Cement Paint, Interior oil bond distemper paint.
5. Checkers tiles/cement block/Trimix concrete in parking
6. One common underground Water tank & one overhead tank on each of the wing.
7. Drainage & Water Line work.
8. Electric meters and water meter/s connected to common light, water connections, pump set etc.

#### **B) RESTRICTED AREAS AND FACILITIES :**

1) The parking in basement if any as well as under stilt in each wing/building as the case may be shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in such building or tenement holder in any building of the scheme.

2) Parking being open to sky in side margin of the building in the project shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holders in any building of the scheme.

3) Terraces adjacent if any to the Unit shall be restricted and shall be for exclusive use of such respective Unit holders.

4) Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building/wing.

**5)** All areas etc. which are not covered under aforesaid head “Common Area And Facilities” are restricted area and facilities which include, the marginal open spaces, terraces, car-parking within the said land and in the building/s which is/are under construction on said land are reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of Unit/flat, terrace/s, parking space etc. or to convert the Restricted Area into Common Area or vice-versa.

### **AMENITIES**

#### **Structure -**

- RCC Framed earthquake resistance structure.
- External Wall brick and Internal wall 4” bricks.
- External sand faced plaster.
- Internal Neeru finish/Gypsum plaster.

#### **Flooring -**

- Vitrified Tiles 2’ x 2’ Flooring.
- Anti skid ceramic tiles for bathroom flooring.

#### **Toilet -**

- Concealed Plumbing with standard Jaguar/Similar Brand CP accessories.

#### **Doors and windows -**

- Powder coated two track aluminum windows with fixed mosquito net.
- Window M S Safety grill.
- Rolling Shutter

#### **Electricals -**

- MCB circuit breaker.
- Single light point.

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

**In the presence of -**

1) Sign-

Name-

Add-

M/s. Shubham Properties  
Through its Proprietor  
Mr. Sohanlal Shankarlal Vishnoi

**PROMOTER, BUILDER& DEVELOPER**

**2)**

Sign-

Name-

Add-

**PURCHASERS**

SCHEDULE ‘B’  
FLOOR PLAN OF THE UNIT

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :