

AGREEMENT TO SALE

**THIS AGREEMENT MADE AT PUNE ON THIS ___TH DAY OF JUNE
IN THE YEAR TWO THOUSAND EIGHTEEN i.e. ___/06/2018
BETWEEN**

**M/S. BLUE PEARL GROUP
A PROPRIETARY CONCERN
HAVING ITS OFFICE AT OFFICE NO. 2,
FIRST FLOOR, 'SHRIRAM YASHADA',
BALEWADI PHATA, BANER,
PUNE -411045,
THROUGH ITS PROPRIETOR
MR. MANISH ANNASAHEB AMBRE
AGE: 35 YEARS, OCC: BUSINESS
R/AT: FLAT NO. A-203, SAHIL SERENE,
PAN CARD CLUB ROAD, BANER, PUNE 411045**

...Hereinafter called as the **"DEVELOPER/PROMOTER"**

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Promoter above named, as also its directors, survivor or survivors of them and their heirs, executors and administrators and successors-in-title) **....OF THE FIRST PART**

AND

**MR./MRS.....
AGE: YRS, OCC.,
PAN NO.
R/AT:
.....**

...Hereinafter referred to as **"THE ALLOTTEE"**

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators) **... OF THE SECOND PART**

AND

- 1. MR. DNYANESHWAR BABURAO PARKHE
AGE: 86 YEARS, OCC.: RETIRED,
PAN NO, BIIPP4885M
R/AT:- SURVEY NO. 204/7/1,
PARKHE MALA, BANER,
PUNE-411045**
- 2. MR. DHANANJAY DNYANESHWAR PARKHE
AGE: 64 YEARS, OCC.: SERVICE
PAN NO. ABEPP3184H
R/ AT: FLAT NO. B-902,
ORCHID TOWERS HSG. SOCIETY,
OPP. KFC, D-MART ROAD,
BANER, PUNE -411045.
NO. 1 AND 2 THROUGH THEIR POA HOLDER
M/S. BLUE PEARL GROUP
A PROPRIETARY CONCERN
HAVING ITS OFFICE AT OFFICE NO. 2,**

**FIRST FLOOR, 'SHRIRAM YASHADA',
BALEWADI PHATA, BANER,
PUNE -411045,
THROUGH ITS PROPRIETOR
MR. MANISH ANNASAHEB AMBRE
AGE: 35 YEARS, OCC: BUSINESS
R/AT: FLAT NO. A-203, SAHIL SERENE,
PAN CARD CLUB ROAD, BANER, PUNE 411045**

...Hereinafter called or referred to as **"LAND OWNERS"**

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Land owners above named, as also its survivor or survivors of them and their heirs, executors and administrators and successors-in-title)

...OF THE THIRD PART

1. **SMT. MEENA JAGANNATH PARKHE
AGE: 58 YEARS, OCC:- HOUSEWIFE,
PAN NO. AIPPP7686N
R/AT: FLAT NU. 3-12, B 3 WING,
CHINTAMANI NAGCXR HAG. SOCIETY,
ANAND PARK, AUNDH-411007**
2. **MR. SATISH DNYANEHSHWAR PARKHE
AGE: 61 YEARS, OCC:- RETIRED
PAN NO. AIUP5266F
R/AT: SURVEY NO. 204/7/1, PARKHE MALA,
BANER, PUNE-411045
NO. 1 AND 2 THROUGH THEIR POA HOLDER
M/S. BLUE PEARL GROUP
A PROPRIETARY CONCERN
HAVING ITS OFFICE AT OFFICE NO. 2,
FIRST FLOOR, 'SHRIRAM YASHADA',
BALEWADI PHATA, BANER,
PUNE -411045
THROUGH ITS PROPRIETOR
MR. MANISH ANNASAHEB AMBRE
AGE: 35 YEARS, OCC: BUSINESS
R/AT: FLAT NO. A-203, SAHIL SERENE,
PAN CARD CLUB ROAD, BANER, PUNE 411045**

...Hereinafter called or referred to as **"CONSENTING PARTY"**

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Consenting Party above named, as also its survivor or survivors of them and their heirs, executors and administrators and successors-in-title)

...OF THE FOURTH PART

WHEREAS all that piece and parcel of land/S. No. 204, Hissa No. 7/1, area admeasuring 00 Hector 07 R i.e. 700 Sq. Mtrs., having assessment of 00 Rupees 40 Paise, situated at village Baner, Taluka Haveli, District- Pune, within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli, Taluka Haveli, District Pune, and more particularly described in the Schedule I hereunder. (Hereinafter referred to as **"THE PROJECT LAND"**) and to construct thereon building/s in accordance

with the terms and conditions contained in the Development Agreement/Power of Attorney

AND WHEREAS said project land is jointly owned and absolutely possessed by Mr. Dnyaneshwar Baburao Parkhe and Mr. Dhananjay Dnyaneshwar Parkhe.

AND WHEREAS the land/plot bearing Survey No. 204, Hissa No. 7, area admeasuring 00 Hectar 14 Are was previously owned by Mr. Damu Mahadu Lokhande and others. By virtue of Sale Deed dated 23/10/1986, Mr. Damu Mahadu Lokhande and Mr. Bhiku Mahadu Lokhande along with Mr. Dhandiba Damu Lokhande, Mr. Kondiba Bhiku Lokhande, Mr. Balu Damu Lokhande, Mrs. Anusayabai Damu Lokhande, Mrs. Savitribai Bhiku Lokhande, Mrs. Leelabai Bhiku Vidhate, Mrs. Dagadabdi Kisan Raikar, Mrs. Chandrabhaga Amruta Pandhare, Mrs. Kisabai Sonba Mohite and Mrs. Tarabai Bhiku Lokhande as Consenting Party, sold an area admeasuring 00 H 05 R out of the said land to Mr. Dnyaneshwar Baburao Parkhe and an area admeasuring 00 H 02 R out of the said land to Mr. Dhananjay Dnyaneshwar Parkhe vide Sale Deed dated 23/10/1986 which is registered in the Office of Sub Registrar Haveli No. 1 at Serial No. 10121/ 1986 on the same date. Accordingly, the said effect is given into the Revenue Records and the name of the Purchasers are mutated into the 7/12 extract in owners column vide Mutation Entry No. 3166. Due to the said transaction, the Survey Number for the purchasers land is affected as 204/7/1.

AND WHEREAS, by virtue of Sale Deed dated 23/10/1986, the said land owners are absolute joint owner of the said land and are in well and absolute possession of the said Land/plot is self earned property of the said Owners out of their own earning. Except the owners no other person has any right, title and interest in whatsoever manner in respect of the said land/plot. The owners have full right, authority to dispose of the said Land/ Plot and / or to develop the said property as per their WILL and WISH. The said Land/Plot is not subject matter of any acquisition, requisition, reservation, dispute, claims, suit, .complaint, petition, etc. There are no charges of maintenance, loan, etc. The said Land/Plot is not a subject; matter of any kind of mortgage with any financial institution, bank or any Other financial organization of money lenders/s or any other person.

AND WHEREAS, the said Land Owners are desirous to develop the said Land/ Plot and construct a multi storied Building/ Apartment thereon.

AND WHEREAS party of second part decided to develop the said property with view to effect construction on the said property and to sell the units as may be constructed therein to prospective Purchasers. Party of Second Part entrusted Development rights of the said property in favor of Party of first Part i.e. M/s Blue Pearl Group through its proprietor Mr. Manish Annasaheb Ambre vide Development Agreement & Power of Attorney dated 10/07/2017 which is duly registered in the office of Sub registrar Haveli-XV at Sr. No. 6778/2015 & 6779/2015 that, Smt. Meena Jagannath Parkhe and Mr. Satish Dnyaneshwar Parkhe have consented to the said development Agreement. (Hereinafter referred to as “**SAID DEVELOPMENT AGREEMENT**”).

AND WHEREAS, the Developers alone have the sole and exclusive right to sell the residential / commercial units in the said building/s to be Constructed by the Developers on the said property and to enter into Agreement with the Purchaser/s of the Flat/duplex apartments/ commercial units and to receive sale price in respect thereof.

AND WHEREAS, the Developers have proposed to construct on the said project land new multistoried buildings of ground and various upper floors (Hereinafter referred to as the “**SAID BUILDING**”).

AND WHEREAS, The Promoter have submitted the Plan to Pune Municipal Corporation for Sanction, accordingly Pune Municipal Corporation pleased to sanction the plan vide **Commencement Certificate bearing No. CC/3602/17** with respect to the above said property. (Hereinafter referred to as “**SAID COMMENCEMENT CERTIFICATE**”). That the said commencement certificated is annexed hereto as Annexure G’.

The Developer has paid the amount for non-agricultural use of the said Project land for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966 to Hon’ble Collector of Pune, Revenue Branch.

The Developers have accordingly commenced the development of the said project land and construction of the building/s thereon, under the supervision of the Architects who are registered with the Council of Architects and have drawn the building plans, and the structural engineer, who has drawn drawings for structures thereof, both appointed by the Developer.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land. That the Promoter has proposed to construct on the project land 1 Building/s having 2 Basements, and 5 upper floors

AND WHEREAS the Allottee is offered an Apartment No. of the Type ____ of carpet area admeasuring ____ sq. meters alongwith enclosed balcony Area ____ Sq. Mtr. and attached balcony area Sq. Mtr. on floor (Hereinafter referred to as the said “**APARTMENT**”) in the Building called “.....” (Hereinafter referred to as the “**SAID BUILDING**”) being constructed the said project land by the Promoter.

AND WHEREAS the Promoter has entered into Agreement with an Architect Registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority and accordingly Maharashtra Real Estate Regulatory Authority has issued Registration Certificate bearing no. dated.....; authenticated copy is attached in Annexure ‘F’;

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/buildings.

AND WHEREAS by virtue of the said Joint Development Agreement and 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 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 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 the allottee has confirmed that he has inspected all the relevant documents.

AND WHEREAS the authenticated copy of Title Opinion issued by Adv., authenticated copies of 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 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 Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**;

AND WHEREAS The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion 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 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. of the Type of carpet area admeasuring about sq. meters alongwith enclosed balcony Area Sq. Mtr. and attached terrace situated on floor in the building “.....” being constructed on the said Project land,

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 and accordingly Real Estate Regulatory Authority issued Registration Certificate bearing no. dated .../.../2018;

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 and the covered parking(if applicable)

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

1. PROMOTER TO CONSTRUCT AS PER PLAN:

- a. The Promoter shall construct the said building consisting of 2 basement and 5 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. 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.
- b. 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 said Apartment to the Allottee and the common areas to the association of the allottees after receiving the completion certificate. The Allottee 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 _____ herein below. ("Payment Plan").

2. PROMOTER AGREES TO SELL:

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the Type of carpet area admeasuring sq. meters alongwith enclosed balcony Area Sq. Mtr. and attached balcony area Sq. Mtr. on floor in the building "....." (Hereinafter referred to as "**The Apartment**") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2.

3. TOTAL AGREED CONSIDERATION:

- a. The Purchaser has agreed to purchase and the Promoter has agreed to sell the said Apartment for the consideration of Rs...../- (In Words Rupees Only) including Rs...../- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. admeasuring about Sq. Mtr. situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-.**
- c. The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs._____-/-.
- d. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and 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 Apartment, which shall be charged and recovered from the allottee separately.
- e. That, if the construction cost increased more than 10% then it will be recovered from the Allottee. That if, 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 in that case allottee is ready to pay the escalation price. 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 with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- f. 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 completion 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. Provided that the Promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architects or Engineer after proper declaration and intimation to the allottee.

- g.** 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.
- h.** In addition to the amount mentioned in clause (a) of Clause 3, the Allottee has agreed to pay following amounts 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 and for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - ii)** Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - iii)** Rs...../- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - iv)** Rs./- For Deposit towards Water, Electric, and other utility and services connection charges.
 - v)** The Allottee shall pay to the Promoter a sum of Rs./- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter.

4. AMOUNT PAID :

The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fee as follows;

Rs. _____/- vide Cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ Branch Pune.

5. BALANCE CONSIDERATION:

A. The Purchaser/s hereby agrees/s to pay the balance amount of Rs./- (Rupees only) in the following manner :-

- a.** Rs. _____/- being ____ % on Booking
- b.** Rs. _____/- being ____ % on Agreement
- c.** Rs. _____/- being ____ % on plinth level
- d.** Rs. _____/- being ____ % on ____ Slab
- e.** Rs. _____/- being ____ % on ____ Slab
- f.** Rs. _____/- being ____ % on ____ Slab
- g.** Rs. _____/- being ____ % on ____ Slab
- h.** Rs. _____/- being ____ % on ____ Slab
- i.** Rs. _____/- being ____ % on ____ Slab
- j.** Rs. _____/- being ____ % on ____ Slab

- k. Rs. _____/- being ____% on ____ Slab
 l. Rs. _____/- being ____% on ____ Slab
 m. Rs. _____/- being ____% on ____ Slab
 n. Rs. _____/- being ____% brick work
 o. Rs. _____/- being ____% on External Plaster
 p. Rs. _____/- being ____% on Flooring work
 q. Rs. _____/- being ____% Possession
 _____/- Total

Without prejudice to the rights of the Owner/Developer under this agreement and /or otherwise in law, the purchaser agrees to pay to the Owner/Developer interest @ % p.a. on all such aforesaid installments and all such other aforesaid amounts and monies which become due and payable under the terms of this agreement but remaining unpaid by the purchaser, whether demanded by the Owner/Developer or not, as also all reasonable charges for recovery of the amounts and monies due as may be incurred by the Owner/Developer in this behalf. Provided further that any payment made by the purchaser shall be first appropriated towards costs, if any, then interest and thereafter the balance towards the principal sums.

6. COMPLETION CERTIFICATE:-

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 premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Unit and hand over possession of flat within a period of months for signing of agreement.

7. FLOOR SPACE INDEX:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 700 square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

8. POSSESSION OF SAID APARTMENT:

- a. The Promoter shall give possession of the Apartment to the Allottee on or beforeth day of 20..... 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 ____ 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.

b. 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 fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of 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.

c. 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:

d. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT: Upon receiving a written intimation from the Promoter as per clause 8b, 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 8c such Allottee shall continue to be liable to pay maintenance charges as applicable.

9. TERMINATION:

a. 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.

b. Without prejudice to the right of promoter to charge interest in terms of sub clause ____ above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter

under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of 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 installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

10. PROMOTER TO RECTIFY DEFECTS:

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.

11. USE OF APARTMENT:

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.

12. ORGANIZATION:

The Allottee along with other allottee of Apartment 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 bye-laws 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 Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13. PROMOTER/OWNERS TO EXECUTE CONVEYANCE:

- a. 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 Original Owner/Promoter and/or the owners in the said structure of the Building in which the said Apartment is situated.
- b. 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 Original Owner/Promoter and/or the owners in the project land on which the building is constructed.
- c. 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 or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

14. ALLOTTEE TO BEAR AND PAY TAXES AND AMOUNT OF MAINTENANCE ETC.:

- a. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s.
- b. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of 3 Rs per Sq. Ft. per month towards the outgoings.
- c. 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 structure of the building is executed in favor of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building 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.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTE AS FOLLOWS:

- a. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the

requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- b.** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c.** There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d.** There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e.** All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- f.** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g.** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- h.** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- i.** 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;
- j.** 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;
- k.** 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.

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

- a.** 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.
- b.** 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.
- c.** 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.
- d.** 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 color 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.
- e.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- g. 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.
- h. 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.
- i. 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.
- j. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

17.BANK ACCOUNT:

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.

18.NOTHING TO BE CONSTRUED AS GRANT ETC.:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments

or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SAID APARTMENT:

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

20. 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 sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee by deducting Rs. 1,00,000/- towards office expenses and without any interest or compensation whatsoever.

21. 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 apartment/plot/building, as the case may be.

22. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 Haveli- Hence this Agreement shall be deemed to have been executed at Pune.

28. The Allottee 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.

29. 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 Blue Pearl Group
Office No. 2, First Floor, Shriram Yashada,
Balewadi Phata, Baner,
Pune 411 045
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.

30. 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 be considered as properly served on all the Allottees.

31. STAMP DUTY AND REGISTRATION: -

As agreed between parties hereto, the purchaser/s has paid proper stamp duty along with appropriate registration fees herewith. The parties herein shall be entitled to get the afore said stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favor of the Purchaser or in the name of the society in which the Purchaser will be the member in respect of the said Accommodation, The Parties hereto confirm the Purchaser has agreed to purchase the said accommodation as an investor and hence the Purchaser reserve his/her right to claim stamp duty setoff/adjustment of the amount already paid on these presents in the event the purchaser/ resells the said unit to a subsequent Purchaser/s

LOCATION	: Village Baner
VIBHAG	: 39/572
GOVERNMENT RATE	: Rs. 66,300/- Per Sq. Mtr.
FLAT/UNIT NO.	: _____ in the Building and Project “.....”
UNIT CARPET AREA	: Flat bearing No. _____ , admeasuring about sq.mtr. i.e. Carpet, Sq. Mtr. Enclosed Balcony area, Sq. Mtr. Balcony area
GOVERNMENT VALUATION	: Rs./-
AGREED CONSIDERATION	: Rs./-
STAMP DUTY PAID	: Rs./-
[As per the Article 25 of Bombay Stamp Act]	

32. DISPUTE RESOLUTION:-

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

33. 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

FIRST SCHEDULE

ABOVE REFERRED TO DESCRIPTION OF THE FREEHOLD LAND AND ALL OTHER DETAILS

All that piece and parcel of the land S.No. 207 Hissa No. 7/1 admeasuring about 00 H 07 R having its assessment of Rs. 0.40 *paise* situated at village Baner, Tal. Haveli, Dist. Pune and within the limits of Pune Municipal Corporation and also within the jurisdiction of Sub-Registrar Haveli, Dist. Pune.

On or Towards East : By property bearing S. No.204/7/2
On or Towards West : By property bearing S. No. 203
On or Towards south : By 12 Meter Road
On or Towards North : By property bearing S. No. 204/1 and 204/2

Together with assessments, appurtenances, access, pathways, ingress, agrees, other incidental, consequential and ancillary rights thereto.

SECOND SCHEDULE
ABOVE REFERRED TO HERE SET OUT THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES.

All that piece and parcel of the **Flat bearing** Apartment No. of the Type of carpet area admeasuring sq. meters alongwith enclosed balcony Area Sq. Mtr. and attached balcony area Sq. Mtr. subject to variation on account of internal plaster and finishing on the **Floor** in the building known as “.....” constructed on property described in Schedule I.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SIGNED HEREUNDER ON THE AFORESAID DATE AT PUNE.

PHOTO	THUMB IMPRESSION	SIGNATURE
		MR. MANISH ANNASAHEB AMBRE PROPRIETOR M/S BLUE PEARL GROUP AND POWER OF ATTORNEY HOLDER OF LAND OWNERS (DEVELOPER /PROMOTER)
		MR. MANISH ANNASAHEB AMBRE PROPRIETOR M/S BLUE PEARL GROUP AND POWER OF ATTORNEY HOLDER OF CONSENTING PARTY

		MR. _____ (PURCHASER)
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SR. NO.	WITNESSES	THUMB & SIGN
1.		
2.		

Annexure ‘A’ Copy of Certificate of Title issued by the attorney at law or advocate of the Promoter

Annexure ‘B’ Extract of Village Forms VI and VII and XII

Annexure C-1 authenticated copy of the plan of the Layout as approved by the concerned Local Authority

Annexure C-2 authenticated copy of the plan of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project

Annexure ‘D’ authenticated copy of the plan and specification of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority

Annexure ‘F’ authenticated copy of Registration Certificate of the Project registered under the provisions of the Act with the Real Estate Regulatory Authority has issued Registration Certificate bearing no. dated

Annexure ‘G’ Commencement Certificate

Annexure ‘E’
SPECIFICATIONS:

a.	Structure:	Standard RCC construction with earthquake resistant specifications.
b.	Flooring:	• 24"X24" vitrified flooring for entire flat with skirting. • Antiskid flooring in all attached terrace
c.	Bathroom	• C.P fittings • Provision for Geyser & exhaust fan in each toilet • Dado tiles up to 4 feet in all Bathrooms & anti-skid tiles for flooring • Hot-Cold mixer for all shower areas
d.	Kitchen	• Green Marble kitchen platform • Stainless steel sinks & dado up to 2' level • Prevision of exhaust fan in kitchen
e.	Masonry:	• Masonry for external and internal walls.
f.	Plaster:	• Gypsum/ neeru finished plaster to internal walls and coat sand faced plaster to external walls
g.	Painting:	• Internal Oil Bond Distemper & External Cement Color
h.	Doors:	• Cement frame with exclusive door with all door Fittings

		with one side laminate • Bedroom both side painted door • Toilet & bathroom water proof PVC doors • Good quality door fittings
i.	Windows:	• Good size window for better ventilation & view • Powder coated aluminum sliding window • MS grills for safety & security • Green marble for window Sill
j.	Plumbing & Toilet:	Concealed C.P.V.C plumbing with standard bath fittings and standard sanitary fittings in toilet
k.	Electrical Work:	Concealed copper wiring with sufficient switches