



AGREEMENT TO SALE

This AGREEMENT TO SELL executed at Pune on this th day of 202

By and Between

M/s. Sokande Patil Promoters and Developers a registered partnership PAN : ACBFS9117M firm Through its Partner, (1) **Shri. Arun Damodar Sokande** Age – 54 yrs., Occupation – Business, PAN : ALUPS1640M Adhar No. 469144230103 (2) **Shri. Amar Arun Sokande** Age – 30 yrs., Occupation – Business, PAN : CQVPS0477C Adhar No. 750500559447 Add: S.No.34/18, Ajinkya Niwas, Dhankawadi Ambegaon Shiv, Dhankawadi, Pune – 411043 AND power of attorney holder of **(A) Shri. Mahendrsing Sardarsing Gandhi** Age – 82 yrs., Occupation – Nil, **(B) Mrs. Mahendrakour Mahendrsing Gandhi** Age – 80 yrs., Occupation – Nil Both residing at : Alamin Society, Gurunanak Niwas, Plot No. 14, Pune 411039. Hereinafter called the “PROMOTER/S / DEVELOPER/S” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assignees). **(PARTY OF THE FIRST PART)**

AND

Mr.-----Age ----- yrs, Occupation – -----, Pan : -----, Adhar No. -----, Residing at: ----- .

Hereinafter referred to as the “ALLOTTEE/S/ PURCHASER/S” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, representatives, executors, administrators, successors-in-interest and permitted assignees). **(PARTY OF THE SECOND PART.)**

The Promoter, Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “Party of the First Part”, “Party of the Second Part” respectively.

WHEREAS:

- A. It appears from records that the property mentioned herein below in schedule A is originally belonged to and ancestral property of Shri. Nana Alias Bandu Baburao Jarande. On 7th Jan 1991 Shri. Mahendrsing Sardarsing Gandhi purchased 00H 05R from Shri. Nana Alias Bandu Baburao Jarande by executing sale deed which is duly registered in the office of Sub-Registrar Haveli No. 2 Pune vide its No. 435/1991. After this sale deed and after sub division of 7/12th extract the name of Shri. Mahendrsing Sardarsing Gandhi is mutated on the 7/12th extract S. No. 47 Hissa No. 1C/2 by M.E. No. 3428.

- B. Shri. Mahendrsing Sardarsing Gandhi entered in to Development Agreement and power of attorney with the developer herein and both the deeds were registered in the office of Sub-Registrar Haveli No. 9 Pune vide its registration No. 1860/2015 and 1861/2015 and assigned the all the development rights in favour of developer herein. After the said document on 03.07.2015 Shri. Mahendrsing Sardarsing Gandhi and the developer herein registered a correction deed in the office of Sub- Registrar Haveli No. 9 Pune vide its No. 4154/2015.

It appears from records that the property mentioned herein below in schedule A is originally belonged to and ancestral property of Shri. Nana Alias Bandu Baburao Jarande. On 7th Jan 1991 Mrs. Mahendrakour Mahendrsing Gandhi purchased 00H 05R from Shri. Nana Alias Bandu Baburao Jarande by executing sale deed which is duly registered in the office of Sub-Registrar Haveli No. 2 Pune vide its No. 433/1991. After this sale deed and after sub division of 7/12th extract the name of Mrs. Mahendrakour Mahendrsing Gandhi is mutated on the 7/12th extract S.No. 47 Hissa No. 1C/3 by M.E. No. 3429.

Mrs. Mahendrakour Mahendrsing Gandhi entered in to Development Agreement and power of attorney with the developer herein and both the deeds were registered in the office of Sub- Registrar Haveli No. 9 Pune vide its registration No. 1864/2015 and 1865/2015 and assigned the all the development rights in favour of developer herein. After the said document on 03.07.2015 Mrs. Mahendrakour Mahendrsing Gandhi and the developer herein registered a correction deed in the office of Sub- Registrar Haveli No. 9 Pune vide its No. 4152/2015.

- C. The developer herein had submitted the plan copy for the sanction to the PMC and got sanctioned from the PMC on 26.10.2018 vide its No. CC/2295/2018 which is revised on. As well as the office of Collectorate, Pune (Revenue Dept.) had ordered to use the said land as N.A. on 16/07/2019 vide its order No. NA/SR/132/2019.
- D. That said Promoter/ Developer has acquired right, title and interest as mentioned herein before.
- E. The said land is earmarked for the purpose of building a commercial and residential project, comprising multistoried Apartment building comprising residential unit and commercial units (as per sanctioned plan by the appropriate authority) and the said project shall be known as **"ARNAV SOKANDE PATIL PLAZA"** ("PROJECT");
- F. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- G. The Promoter has obtained the final layout plan approvals for the Project from PMC, Pune. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- H. The Promoter herein had registered this Project under the provisions of the Act with the Real Estate Regulatory Authority as specified in said ACT and the authority had issued the registration number i.e. **P**_____ **Dt.**_____.
- I. Upon Verifying the title documents and the sanctions, The Allottee applied to the Promoter for the allotment and Promoter herein and has been allotted in the same Project being Apartment/Flat No. _____ having carpet area _____ Sq.Mtrs i.e. _____ Sq.Fts (as per copy of plan annexed herewith and the details given below) on the ____ floor in (tower/block/building) namely "ARNAV SOKANDE PATIL PLAZA" ("**Building**") as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule B**);
- J. **The parties have gone through all the terms and conditions set out of this Agreement and understood the mutual rights and obligations detailed herein;**
- K. As mentioned herein above para no. I, The Allottee had applied for an Apartment in the same Project to Promoter and accordingly made part payment to Promoter, which is mentioned in payment plan set out in Schedule C ("**Payment Plan**") and same is accepted by promoter herein and agreed to pay the balance amount herein.
- L. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project.
- M. 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;
- N. 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 said Apartment as specified in para S;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

- 1) TERMS:
- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para S;

1.2 The total Price for the Apartment based on the carpet area is **Rs.00,00,000/- (Rs. -- Four Lakhs Only** (“Total Price”)

Block/Building/Tower No	::	<u>ARNAV SOKANDE PATIL PLAZA</u>
Apartment No	::	
Type	::	
Floor	::	

Explanation :

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment:
 - (ii) **The Total Price above is excluding taxes** (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Allottee) up to the date of handing over the possession of the Apartment: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased / reduced based on such change / modification; (the amount of tax will be deposited by the allottee to the promoter whenever is required as per law)
 - (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment includes : 1) *pro rata* share in the Common Areas and other charges as provided in the Agreement.
 - (v) Moreover the amount of consideration of the said flat (which is subject matter of this agreement) is finalized only after giving the benefit of GST to the Allottee. The Allottee himself / through his tax consultant only after obtaining the full information of the said provision of GST decided to enter in an agreement. In future Allottee will not claim for any difference amount from the Promoter.
- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottee. 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 per the provisions of the Act.

- 1.5 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. 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 that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.6 Subject to Clause 9.3 the Promoter agrees and acknowledge, the Allottee shall have the right to the Apartment as mentioned below: (i) The Allottee shall have exclusive ownership of the Apartment; (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act; (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and include cost for providing all other facilities as provided within the Project.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.8 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with Collaborate office Pune / The Pune Metropolitan Regional Development Authority, Pune / PMC to be filed in accordance with the relevant State act.

- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fail to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.10 The Allottee has paid a sum of as mentioned herein above as booking amount being part payment towards the Total Price of the Apartment at the time of application to the Developer/ Promoter / Vendor herein and the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plans may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.
2. **MODE OF PAYMENT :** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment in favour of “**M/s. Sokande Patil Promoters and Developers**” payable at Pune.
3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
4. **ADJUSTMENT / APPROPRIATION OF PAYMENT ::** The Allottee authorizes the Promoter to adjust / appropriate all payments made by him under any head (s) of dues against lawful outstanding, if any, in his 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.

5. **TIME IS ESSENCE ::** Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ('Payment Plan')**.
6. **CONSTRUCTION OF THE PROJECT / APARTMENT::** The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Collectroate office Pune / The Pune Metropolitan Regional Development Authority, Pune / PMC and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
7. **POSSESSION OF THE APARTMENT /FLAT::**
- 7.1 **Schedule for possession of the said Apartment / flat ::**
- The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specification, assures to hand over possession of the Apartment on **30th Nov 2022** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days 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 /association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 14 days of receiving the occupancy certificate of the Project.

- 7.3 Failure of Allottee to take Possession of Apartment / Flat:** Upon receiving a written intimation from the Promoter as per clause 7.2, 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 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act: Provided that where the Allottee proposes to cancel / withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation or as the case may be.
- 7.6 Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment. That the Owner / Developer

shall not be liable to refund the consideration amount for the delay caused in any condition whatsoever.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The (Promoter) has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project (in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remains to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment 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 Allottee created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all 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;

- (xii) 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 by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made thereunder.

9.2 **In case of Default by promoter under the conditions listed above Allottee is entitled to the following:**

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the promoter shall correct the situation by the completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the rules within forty-five days of receiving the termination notice Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the promoter, interest at the rate specified in the rules, for every month of the delay till the handing over of the possession of the Apartment.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the Following events:

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.3
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter shall

cancel the Allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID APARTMENT / FLAT ::** The Promoter, on receipt of complete amount of the price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with the proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till and final settlement of all dues and stamp duty and registration charges to the Promoters is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provision of Indian Stamp Act, 1899 including any action taken or deficiencies/penalties imposed by the competent authority (ies).
11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / FLAT / PROJECT ::** The Promoter shall be responsible to provide and maintain essential services in the Project till the date of completion of the unit.
12. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES::**The Allottee hereby agrees to purchase the Apartment on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time.
13. **M.S.E.B. ::** The MSEB facility / service will be provided by the Promoter herein to the Apartment purchaser.
14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS ::** The Promoter / maintenance agency / association of Allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT::** Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment, or the staircases, lifts, common passages, corridors, circulation

areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls land partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign board / name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY Allottee ::** The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment / at his/her own cost.
18. **ADDITIONAL CONSTRUCTION ::** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.
19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE::** After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
20. **APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE) ::** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016. The Promoter showing compliance of various laws / regulations as applicable in Maharashtra.
21. **BINDING EFFECT ::** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs

and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (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 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

- 22. **ENTIRE AGREEMENT ::** This Agreement along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.
- 23. **RIGHT TO AMEND ::** This Agreement may only be amended through written consent of the Parties.
- 24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 25. **WAIVER NOT A LIMITATION TO ENFORCE ::**
 - 25.1 The Promoter may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercises of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
 - 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 26. **SEVERABILITY ::** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary

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

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** :: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.
28. **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.
29. **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 and 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.
30. **NOTICES** :: 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 at their respective addresses specified in the caption of this agreement. 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.
31. **JOINT ALLOTTEES** :: That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
32. **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.
33. **DISPUTE RESOLUTION** :: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutually discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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.

M/s. Sokande Patil Promoters and Developers., Through its Partner, Shri. Arun Damodar Sokande	Left hand thumb impression	Photo
	Signature	

M/s. Sokande Patil Promoters and Developers., Through its Partner, Shri. Amar Arun Sokande	Left hand thumb impression	Photo
	Signature	

<u>Signed and delivered by</u> <u>the with</u> Named second part “Purchaser / s”	Left hand thumb impression	Photo
	Signature	

Witness (1)

Witness (2)

Sign ::_____

Sign ::_____

Name ::_____

Name ::_____

Add ::_____

Add ::_____

SCHEDULE ‘A’

(DESCRIPTION AND AREA OF THE SAID FLAT AS PER RERA)

Project Name	ARNAV SOKANDE PATIL PLAZA
Residential Flat No.	
Floor	
Carpet Area of the Flat	
ENCL Balcony	
Carpet Area of terrace	
Total Carpet area	

being constructed on land bearing Property is bearing S. No. 47 Hissa No. 1C/2 its area at about 00H 05R and S. No. 47 Hissa No. 1C/3 2 its area at about 00H 05R totally admeasuring area 00H 10R situated at Mohhamadwadi, Tal: Haveli Dist. Pune, now as on today within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli Pune and the same is bounded as under:

On or towards East : Property D.P. Road.
On or towards West : Property of Gandhi and Shri Jarnde
On or towards South : Property D.P. Road.
On or towards North : Property of Shri. Jarande.

Together with all other ancillary and incidental right, title, interest, or claims in respect of or relating the said flat.

SCHEDULE ‘B’

(COPY OF THE FLOOR PLAN ANNEXED HEREWITH)

SCHEDULE ‘C’ –

(PAYMENT SCHEDULE & PLAN)

Total amount of Consideration : _____

Sr. No.	Bank	Cheque No.	Date	Amount
1.				
Total amount received Rs.000,000/-				
Total amount Balance should be paid as per following schedule <u>Rs: 00,00,000/-</u>				

a)	10%	At the time of booking
b)	7.5%	Commencement of plinth
c)	7.5%	Commencement of 1 st Slab
d)	7.5%	Commencement of 2 nd Slab

e)	10%	Commencement of 3 rd Slab
f)	7.5%	Commencement of 4 th Slab
g)	7.5%	Commencement of 5 th Slab
h)	10%	Commencement of 6 th Slab
i)	7.5%	Commencement of 7 th Slab
j)	10%	Commencement of brick work & plaster
k)	05%	Commencement of painting
l)	05%	Commencement of footing and wiring
m)	05%	at the time of possession

SPECIFICATIONS
SCHEDULE “C”

a)	Water lines, drainage lined, plumbing, electrical lined and wiring shall be common facility for the entire flat and shop purchasers.
b)	Common lighting in the staircases, common lighting meter, and common washing place if any provided on the ground floor, the underground and overhead water tank electric motor and pump set, if any, all the staircase, landings, lobbies, etc., shall be common facility for all the flat and shop purchasers.
c)	The access and common approach to the building shall be common for the use and enjoyment of the entire flat purchasers.
d)	The land below the building shall be common amenity and facility for the use and enjoyment of the Flat and shop purchasers.
e)	The footing, RCC structures and main walls of the building shall be common facility of the entire flat & shop purchasers.
f)	Columns, beams and of the RCC structures shall be common area and facility for the entire flat and shop purchasers.
g)	Partition walls between the two units shall be limited common property of the said two units.
h)	Fire Fighting system.

GENERAL SPECIFICATIONS

1) STRUCTURE: The building will be RCC frame structure and RCC slab with terrace.
2) 4” internal and 6” external bricks wall.
3) All the walls shall be internally finished with cement plaster with neeru or sanla.
4) Externally all walls and RCC work shall be finished with sand faced cement plaster or rough plaster.
5) Main door-wood door frame, laminated with Brass Fittings. with commercial shutters and remaining doors with M.S frame and suitable shape and section with commercial flush shutters.
6) Flush door with PC fitting.
7) Aluminum windows powder Coated
8) Ceramic tiles flooring with skirting in all rooms.
9) 4’ Height glazed title dado W.C and 7’ Height glazed tiles dado in Bathroom.

10) Granite kitchen Otta with stainless steel sink.
11) One loft shall be provided in one bed room even if flat is of 2 BHK.
12) Painting:- Internal- distemper Oil Bond, External- cement paint
13) Electrical – Concealed copper wiring with conveniently placed adequate light and power points and AC power point in both bed room and hall also.
14) PLUMBING SANITATION AND WATER SUPPLY: In bathroom and W.C concealed fitting with standard good quality accessories with hot and cold water mixer point and shower point will be provided. One white colored wash basin of size is connected with Pillar cock.
15) External plumbing work with G.I. / CPVC and P.V.C. pipes whichever is required.
16) All wood working shall be painted with enamel oil paint, there will be a water reservoir tank at ground level for collection of water supply and there will be an arrangement to pump the water to the overhead RCC tank from which all the flats will be supplied water.
17) Mechanical Parking with decorative flooring
18) Lift with standard make with power backup

CONSENT LETTER BY THE PURCHASER

I/We, the Purchaser herein, do hereby accord our consent for the Promoter/Developer to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said Land and/or building and/or structures on the said Land.

I/We, the Purchaser herein, further accord our “no objection” for the concern Authority to accordingly pass such layout/s or plans, as may be submitted by the Promoters / Developer.

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

(PURCHASER)