

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT
CHINCHWAD ON THIS _____ DAY OF _____ IN THE YEAR 2017,

BETWEEN

OM ASSOCIATES

PAN AADFO5487E

A Registered Partnership Firm

Registered Under Indian Partnership Act 1932

having its office at – Kalptru Apartment,

Plot No. 62/1, Sector No. 1,

Indrayaninagar, Bhosari, Pune- 411026

Through Its Partners

1) Mr. CHHAGAN MANGILAL BHATI

Age : 24 Yrs., Occu. : Business

AND/OR

2) Mr. RAJENDRA SHIVNARAYAN VARMA

Age : 45 Yrs., Occu. : Business

Hereinafter referred to as the “THE PROMOTERS/DEVELOPERS”
(Which expression unless repugnant to the context or meaning thereof
shall mean and include its partners for the time being there, executors,
administrators and assigns) PARTY OF FIRST PART....

AND

1. SHRI.

Age - , Occupation -

Pan -

R/at. -

2. SHRI. Age - , Occupation -

Pan -

R/at. -

Hereinafter referred to as “THE ALLOTEE/S” (which expression
unless repugnant to the context or meaning thereof shall mean and
include his/her/their respective heirs, executors, administrators and
assigns) PARTY OF SECOND PART....

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AND

1) Mr . SAJNAY SHIVNARAYAN VARMA

Age - 51 yrs., Occ – Busin

PAN ADNPV6106C

2) Mrs. ASHA SANJAY VARMA

Alias before marriage named

ASHA SHIVAJI TORANE

Age - 43 yrs., Occ – Housewife

PAN AIFPT0589A

Both R/at – Survey No. 74/2/1,

Opp Sai Hospital, Aadarshnagar, Dighi, Pune- 411015

Through their Power of Attorney holder's,

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Through Its Partners

1) Mr. CHHAGAN MANGILAL BHATI

Age : 24 Yrs., Occu. : Business

AND/OR

2) Mr. RAJENDRA SHIVNARAYAN VARMA

Age : 45 Yrs., Occu. : Business

Hereinafter called and referred to as THE CONSENTING PARTY/ The said Society" -----which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its, Successors] PARTY OF THIRD PART.....

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Details of the Property :-

WHEREAS, All that piece and parcel of Land Situated at Village - **Dighi**, Taluka - **Haveli**, District - **Pune**. Within the local limits of Pimpri Chinchwad Municipal Corporation and Within the Jurisdiction of Sub - Registrar Haveli pune. described as herein under - :

A) Survey No. **81 Hissa No. 1/1 (Old Survey No. 81/1 Part) (Private Plot/Tukada No. 22)** land area admeasuring is 3 Aar i.e. 3000 Sq.ft. (having its measurement 65 X 46.15) ,

B) Survey No. **81 Hissa No. 1/1 (Old Survey No. 81/1 Part) (Private Plot/Tukada No. 23)** land area admeasuring is 2 Aar i.e. 2000 Sq.ft,

i.e. total land admeasuring area 05 Aar i.e. 5000 Sq. ft. total land Boundaries as under - :

On or Towards East -: Property of Mr.Dilip Bhausaheb Sate and

Mr. Gorakh Shripati Newase

On or Towards West -: 10 ft. Internal Road

On or Towards South -: Property of Mr. Ingale

On or Towards North -: 24 mtrs. Main Road

Hereinafter called the SAID LAND PROPERTY

That above mentioned property were owned by Consenting Party and they Executed Development Agreements and Power of Attorney in the name of " The Builder & Promoters " (Party of the First Part) as describe herein under. The Builder & Promoters get Plan Sanction from the PCMC and started Construction, Project by name as "**SHUBHAM PLAZA**" on said land property.

Brief History Of Said Land/Property A and about Marketable Title - :

Whereas the total Said land property were originally belongs to 1) Mr. Vishnu Krushna Gaikwad 2) Mr. Dnyaneshwar Krushan Gaikwad 3) Mr. Nivrutti Krushna Gaikwad 4) Dropadabai Sopan Gilbile 5) Suman Dnyaneshwar Tapkir and accordingly their names were enrolled on 7/12 extract record.

And whereas 1) Mr. Vishnu Krushna Gaikwad 2) Mr. Dnyaneshwar Krushan Gaikwad 3) Smt. Anusaya Krushna Gaikwad 4) Mr. Nivrutti Krushna Gaikwad himself and POA of No. 1 to 3 had sold the said property to Mr. Changdev Darsh Rath Ghule by registered Sale Deed on dtd. 23/09/1992 which was duly registered in the Office of the Sub Registrar Haveli No. 8 Pune vide document No. 193/1992 and accordingly his name was enrolled on 7/12 extract record by mutation Entry No. 6149.

And whereas Mr. Changdev Darsh Rath Ghule had sold the said property to Mr. Vijaysingh Anandsingh Rajput by registered Sale Deed on dtd. 24/07/1998 which was duly registered in the Office of the Sub Registrar Haveli No. 8 Pune vide document No. 3445/1998 and accordingly his name was enrolled on 7/12 extract record by mutation Entry No. 6968.

And whereas Mr. Vijaysingh Anandsingh Rajput had sold the said property to 1) Mr. Sanjay Shivnarayan Varma 2) Mrs. Asha Sanjay Varma (alias before marriage named – Asha Shivaji Torane) with Consent of Mrs. Lata Vijaysingh Rajput and others by registered Sale Deed on dtd. 26/04/2012 which was duly registered in the Office of the Sub Registrar Haveli No. 14 Pune vide document No. 4052/2012

And whereas Mr. Vijaysingh Anandsingh Rajput had also executed a Power of Attorney in respect of said property to 1) Mr. Sanjay Shivnarayan Varma 2) Mrs. Asha Sanjay Varma (alias before marriage named – Asha Shivaji Torane) with Consent of Mrs. Lata Vijaysingh Rajput and others by registered Power of Attorney on dtd. 26/04/2012 which was duly registered in the Office of the Sub Registrar Haveli No. 14 Pune vide document No. 4053/2012 and accordingly their names were enrolled on 7/12 extract record by mutation Entry No. 15707.

Brief History Of Said Land/Property B and about Marketable Title - :

Whereas Said land property were originally belongs to 1) Mr. Vishnu Krushna Gaikwad 2) Mr. Dnyaneshwar Krushna Gaikwad 3) Mr. Nivrutti Krushna Gaikwad 4) Dropadabai Sopan Gilbile 5) Suman Dnyaneshwar Tapkir and accordingly their names were enrolled on 7/12 extract record.

And whereas 1) Mr. Vishnu Krushna Gaikwad 2) Mr. Dnyaneshwar Krushna Gaikwad 3) Mr. Nivrutti Krushna Gaikwad 4) Dropadabai Sopan Gilbile 5) Suman Dnyaneshwar Tapkir had sold the said property to Mr. Shivaji Baburao Jadhav by registered Sale Deed on dtd. 03/03/1993 which was duly registered in the Office of the Sub Registrar Haveli No. 8 Pune vide document No. 699/1993 and accordingly his name was enrolled on 7/12 extract record.

And whereas Mr. Shivaji Baburao Jadhav had sold the said property to 1) Mr. Sanjay Shivnarayan Varma 2) Mrs. Asha Sanjay Varma (alias before marriage named – Asha Shivaji Torane) with Consent of Mrs. Rajashree Shivaji Jadhav and others by registered Sale Deed on dtd. 31/05/2013 which was duly registered in the Office of the Sub Registrar Haveli No. 14 Pune vide document No. 4056/2013

And whereas Mr. Shivaji Baburao Jadhav had also executed a Power of Attorney in respect of said property to 1) Mr. Sanjay Shivnarayan Varma 2) Mrs. Asha Sanjay Varma (alias before marriage named – Asha Shivaji Torane) with Consent of Mrs. Rajashree Shivaji Jadhav and others by registered Power of Attorney on dtd. 31/05/2013 which was duly registered in the Office of the Sub Registrar Haveli No. 14 Pune vide document No. 4057/2013 and accordingly their names were enrolled on 7/12 extract record by mutation Entry No. 16171.

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Whereas Said land property were owned by Consenting Party namely 1) Mr. Sanjay Shivnarayan Varma 2) Mrs. Asha Sanjay Varma (alias before marriage named – Asha Shivaji Torane). Thereafter said owners have executed a Register Development Agreement & Power of Attorney in favor of Builder & Promoters i.e. Om Associates through its Partners 1) Mr. Chhagan Magilal Bhati 2) Mr. Rajendra S. Varma Which is duly Registered in the office of Sub-Registrar Haveli No.14, having its Vide Serial No **125/2016** on the date of **05/01/2016**, and the Power of Attorney of the same is duly registered in the office of Sub-Registrar Haveli No -**14**, having its Vide Serial No. **126/2016** on the date of **05/01/2016**. Said land property is free from all the encumbrances and still in the name of Party of the first Part namely - **Om Associates through its Partners 1) Mr. Chhagan Magilal Bhati 2) Mr. Rajendra S. Varma** and having the best, Clean and clear Marketable title of the said property and having right to sale, mortgage, amalgamate, develop and to deal with the said property .

AND WHEREAS the Builder and Promoters has thereupon applied to Pimpri Chinchwad Municipal Corporation for the Purpose of Construction of Multistoried Building on the Said land Property by submitting the plans /designs pertaining to the same with the corporation Authorities.

AND WHEREAS the Builder and Promoter's has paid the NA dues obtained NA order by the concern authority by there **NA order No – NA/SR/IV/404/2015**, Date. **19/11/2015**, and thereby to be made Construction on the said land Property as per the commencement Certificate No- **B.P/Dighi/25/2015** Dated -**19/05/2015** and now the building is under construction and Known as "**SHUBHAM PLAZA**"

AND WHEREAS by virtue of the aforesaid development Agreement and Power of Attorney the Promoter/Developer herein become entitle to develop the said land and constructing building consisting of ownership units and to sell such units to the prospective purchasers for consideration.

AND WHEREAS the said Promoters commenced the constructions work of the Building in accordance with the aforesaid sanctioned Building Plan.

AND WHEREAS the Apartment Purchaser/Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") of the Building called "**SHUBHAM PLAZA**" (herein after referred to as the said "Building") being constructed on the Schedule - I property, by Project known as "**SHUBHAM PLAZA**"

AND WHEREAS the Promoter has entered into a standard 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 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 on demand from the Apartment Purchaser/Allottee, the Promoter has given inspection to the Apartment Purchaser/Allottee of all the documents in respect of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **Mr.Rajesh Gautam** and Structural Engineer **Mr. Hemant Nimbkar** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate **S.S. VARMA** of the Promoter, authenticated copies of allotment letter or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment 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 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 Annexure C-2,

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

AND WHEREAS the carpet area of the said Apartment is as per RERA is Sq. Mtrs., alongwith the area of open terrace is Sq. Mtrs and area of balconies and verandah is Sq. Mtrs and "**carpet area**" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Apartment Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Apartment Purchaser/Allottee, but includes the area covered by the internal partition walls of the Apartment

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

AND WHEREAS prior to the execution of these presents the Apartment Purchaser/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 Apartment Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Apartment Purchaser/ Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

1. The Promoter shall construct the said building/s consisting of **parking ground and 3 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 Apartment Purchaser/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Apartment Purchaser/ Allottee except any alteration or addition required by any Government authorities or due change in law.

1.a (i) The Apartment Purchaser/Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Apartment Purchaser/Allottee **Apartment No. _____** of the type Residence of **carpet area admeasuring - - - sq.mts. on _____ floor** in the building "**SHUBHAM PLAZA**" (hereinafter referred to as "the Apartment ") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the **consideration of Rs._____ /-(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).

(ii) The Apartment Purchaser/Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Apartment Purchaser/Allottee covered parking/garage spaces **bearing Nos. _____** _____ **situated at _____ Basement and/or stilt and/or podium**, being constructed in the layout for the consideration of Rs. _____ /-

1(b) The total aggregate consideration amount for the Apartment including garages/covered parking spaces is thus **Rs. _____ /-**

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

- i. Amount of Rs. _____ /- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. _____ /- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____ /- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____ /- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____ /- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____ /- (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs _____ /- (_____)

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

viii. Balance Amount of Rs _____ /- (_____)

against and at the time of handing over of the possession of the Apartment to the Apartment Purchaser/Allottee on or after receipt of occupancy certificate or completion certificate.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Apartment Purchaser/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 Apartment Purchaser/Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Apartment Purchaser/Allottee by discounting such early payment @12 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Apartment Purchaser/Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Apartment Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Apartment Purchaser/Allottee within forty-five days. If there is any

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increase in the carpet area allotted to Apartment Purchaser/Allottee, the Promoter shall demand additional amount from the Apartment Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.

- 1(h) That Apartment Purchaser/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 Apartment Purchaser/Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner. Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Apartment Purchaser/Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.
- 2.2 Time is of essence for the Promoter as well as the Apartment Purchaser/ Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/ Allottee and the common areas to the association of the Apartment Purchaser/Allottees or society as the case may be after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Apartment Purchaser/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 1(c) herein above ("Payment Plan")
- 3 The Promoter hereby declares that the Floor Space Index available as on date in respect of the **Project land is _____ 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 Apartment Purchaser/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoter by utilizing the

proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Apartment Purchaser/Allottee, the Promoter agrees to pay to the Apartment Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Apartment Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Apartment Purchaser/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 Apartment Purchaser/Allottee to the Promoter under the terms of this Agreement from the date said amount is payable by the Apartment Purchaser/Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Apartment Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Apartment Purchaser/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 Apartment Purchaser/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 Apartment Purchaser/Allottee, by Registered Post AD at the address provided by the Apartment Purchaser/Allottee and mail at the e-mail address provided by the Apartment Purchaser/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 Apartment Purchaser/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 Apartment Purchaser/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 Apartment Purchaser/Allottee to the Promoter. 5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto

6. The Promoter shall give possession of the Apartment to the Apartment Purchaser/Allottee on or before **01/08/2018** If the Promoter fails or neglects to give possession of the Apartment to the Apartment Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the

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Promoter shall be liable on demand to refund to the Apartment Purchaser/Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Apartment Purchaser/Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Apartment Purchaser/ 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 Apartment Purchaser/Allottee. The Promoter agrees and undertakes to indemnify the Apartment Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Apartment Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Apartment Purchaser/Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Apartment Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Apartment Purchaser/Allottee shall take possession of the Apartment within 15 days of the promoters giving written notice to the Apartment Purchaser/Allottee intimating that the said Apartment are ready for use and occupation:
- 7.3 Failure of Apartment Purchaser/Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause hereinabove the Apartment Purchaser/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 Apartment Purchaser/Allottee. In case the Apartment Purchaser/Allottee fails to take possession within the time provided in clause hereinabove such Apartment Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.

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- 7.4 If within a period of **1 year** from the date of handing over the Apartment to the Apartment Purchaser/Allottee, the Apartment Purchaser/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 Apartment Purchaser/Allottee shall be entitled to receive from the promoter, compensation for such defect in the manner as provided under the Act.
8. The Apartment Purchaser/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Purchasers/ Allottee along with other Purchasers/ Allottees of Flat/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also 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 or 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 Purchasers/ Allottee, so as to enable the Promoter to register the common organisation of Purchasers/ Allottee. No objection shall be taken by the Purchasers/ Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment is situated.
- 9.2 Within 15 days after notice in writing is given by the Promoter to the Apartment Purchaser/Allottee that the Apartment is ready for use and occupation, the Apartment Purchaser/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. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Apartment Purchaser/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Apartment Purchaser/Allottee further agrees that till the Apartment Purchaser/ Allottee's share is so determined the Apartment Purchaser/ Allottee shall pay to the Promoter provisional monthly contribution of Rs .1000/- per month towards the outgoings. The amounts so paid by the Apartment Purchaser/ Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

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

(ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society

(iii) Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society.

(iv) Rs. _____ for Deposit towards Water, Electric, and other utility and services connection charges &

(v) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout

11. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**
The Promoter hereby represents and warrants to the Apartment Purchaser /Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report; iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Apartment Purchaser/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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Apartment Purchaser/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 Apartment Purchaser/ Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Apartment Purchaser/Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Purchaser/Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Apartment Purchaser/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 :-

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- i To maintain the Apartment at the Apartment Purchaser/Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Apartment Purchaser/ Allottee in this behalf, the Apartment Purchaser/Allottee shall be liable for the consequences of the breach.
- iii To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Apartment Purchaser/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 Apartment Purchaser/Allottee committing any act in contravention of the above provisions, the Apartment Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. 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.
- vi 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.
- vii 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 Apartment Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- viii. The Apartment Purchaser/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 Apartment Purchaser/Allottee to the Promoter under this Agreement are fully paid up.
- ix. The Apartment Purchaser/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 Apartment therein and for the observance and performance of the Building Rules, Regulations and Byelaws for time being of the concerned local authority and of Government and other public bodies. The Apartment Purchaser/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.
- x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Apartment Purchaser/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.

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- xi. Till a Conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Apartment Purchaser/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.
- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Apartment Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment and Building or any part thereof. The Apartment Purchaser/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.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Apartment Purchaser/Allottee who has taken or agreed to take such Apartment

18. BINDING EFFECT

Forwarding this Agreement to the Apartment Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Apartment Purchaser/Allottee until, firstly, the Apartment Purchaser/ 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 Apartment Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Apartment Purchaser/ Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Apartment Purchaser/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 Apartment Purchaser/Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by

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the Apartment Purchaser/ Allottee, application of the Apartment Purchaser/ Allottee shall be treated as cancelled and all sums deposited by the Apartment Purchaser/ Allottee in connection therewith including the booking amount shall be returned to the Apartment Purchaser/Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO APARTMENT/PURCHASER/ALLOTTEE/SUBSEQUENT APARTMENT PURCHASER / 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 Apartment Purchaser/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

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

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24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Apartment Purchaser/Allottee, in _____ after the Agreement is duly executed by the Apartment Purchaser/Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

26. The Apartment Purchaser/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.
27. That all notices to be served on the Apartment Purchaser/Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Apartment Purchaser/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's- 1)

2)

Allottees Address's -

Notified Email ID -

OM ASSOCIATES

PAN AADFO5487E

having its office at – Kalptru Apartment, Plot No. 62/1,

Sector No. 1, Indrayaninagar, Bhosari, Pune- 411026

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

28. **JOINT APARTMENT PURCHASER/ALLOTTEES** That in case there are Joint Apartment Purchaser/Allottees all communications shall be sent by the Promoter to the Apartment Purchaser/ 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 Apartment Purchaser/Allottees.
29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Apartment Purchaser/ Allottees.
30. 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 _____ Authority ads per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **GOVERNING LAW**

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

SCHEDULE - (I)

(Detail's of Land Property)

All that piece and parcel of Land Situated at Village - **Dighi**, Taluka - **Haveli** , District - **Pune**. Within the local limits of Pimpri Chinchwad Municipal Corporation and Within the Jurisdiction of Sub - Registrar Haveli pune. described as herein under - :

A) Survey No. **81 Hissa No. 1/1 (Old Survey No. 81/1 Part) (Private Plot/Tukada No. 22)** land area admeasuring is 3 Aar i.e. 3000 Sq.ft. (having its measurement 65 X 46.15) ,

B) Survey No. **81 Hissa No. 1/1 (Old Survey No. 81/1 Part) (Private Plot/Tukada No. 23)** land area admeasuring is 2 Aar i.e. 2000 Sq.fit, i.e. total land admeasuring area 05 Aar i.e. 5000 Sq. ft. total land Boundaries as under - :

On or Towards East -: Property of Mr.Dilip Bhausaheb Sate and

Mr. Gorakh Shripati Newase

On or Towards West -: 10 ft. Internal Road

On or Towards South -: Property of Mr. Ingale

On or Towards North -: 24 mtrs. Main Road

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

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SCHEUDLE - II (DETAILS OF THE FLAT)

a) Unit : Flat :
b) Bearing No. :
c) Floor :
d) Name of Project : **“SHUBHAM PLAZA ”**
e) Carpet Area of the Flat : _____ Sq.Mtrs.
f) Area of the Adjacent Terrace : _____ Sq.Mtrs.

IN WITNESS WHEREOF the parties hereto have signed this agreement at Pune on the day and the year first hereinabove written.

SIGNED SEALEDAND DELIVERED)

By the within named)

The Promoters/Developers)

OM ASSOCIATES)

Through its Partners)

Mr. CHHAGAN MANGILAL BHATI)

Mr. RAJENDRA SHIVNARAYAN VARMA)

) PARTY OF THE FIRST
)PART FOR)THEMSELVES
AND P.A.)HOLDER FOR
)CONSENTING PARTY

SIGNED SEALEDAND DELIVERED)

By the within named of Purchaser/s)

SHRI)

)PARTY OF THE SECOND

)PART

WITNESSES :

1) Sign -

Name -

Address -

2) Sign -

Name -

Address -

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ANNEXURE – A Copy of the Certificate of the title issued by the advocate has been annexed hereto and marked as ANNEXURE A.

ANNEXURE – B Copy of 7/12 Extract or Property Card or any other revenue record showing nature of the title of the Owner/Builder/Promoter to the said land have been annexed hereto and marked as ANNEXURE B.

ANNEXURE – C Copy of the plans of the layout as approved by the concerned Local authority have been annexed hereto and marked as ANNEXURE C.

ANNEXURE - D

SCHEDULE OF SPECIFICATIONS, FIXTURES AND FITTINGS & INTERNAL AMENITIES.

(Specifications, Common Areas / Amenities, and restricted areas)**SPECIFICATIONS**

1. STRUCTURE : R.C.C. Frame Structure.
2. WALLS : All external & internal walls of 6" thick brickwork.
3. PLASTER : External wall sand faced plaster and internal neeru finish cement plaster
4. FLOORING : 20" x 20" Vitro Tiles in all rooms
ii. Non Slipper Ceramic Floor Tiles
with Full Color Glazed Tile Dado in
Bath 7' & Toilet, 4' high Dado in W.C.
5. KITCHEN : Kitchen Platform with Granite Top,
Stainless Steel Sink and 7' height
Color Glazed Tile Dado.
6. DOORS : Main Door wooden frame with
Laminated Shutter and other Concrete
Frame with water proof flush shutter.
7. WINDOWS : Powder Coated Aluminum Sliding
Windows with safety grill with mosquito
net except kitchen window.
8. PLUMBING : Concealed Plumbing in CPVC Pipes &
Fittings and CP Fittings of Quality
make with suitable sanitary ware.
9. ELECTRIFICATION : Concealed Copper Wiring with
adequate no.s of electrical points.
010. PAINTING : Cement paint for external wall & oil
bond distemper for internal walls.

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ANNEXURE 'E'

COMMON AREAS / AMENITIES

1. Solar water heating systems
2. Staircase, Overhead Water Tank, Underground Water Tank.
All systems and amenities to be maintained by unit purchasers at their own costs.

RESTRICTED AREAS:

1. Exclusive parking lots,
2. Side Margin of buildings,

Note: Promoters reserve the rights to change any item to restricted areas from common areas and vice versa

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DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/ got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

PROMOTER/OWNER

ALLOTTEE/S
