

## AGREEMENT FOR SALE

This Agreement made at Pune this      day of **August** in the year **Two Thousand and Eighteen**.

### BETWEEN

**Mr. NETAJI CHIVARE,**

Age –35 Years, Occ. Promoters and Builders

(PAN No. : AKTPR8708F )

**Proprietor of M/S. SKETCH ART DEVELOPERS**

A Proprietary Firm, having its Office and place of business

at: SHOP NO 2 HARIOM PLAZA NADHE NAGAR KALEWADI PUNE 411017

Hereinafter referred to as "**the Promoter**" (Which expression shall, unless repugnant to the context or meaning thereof, mean and include the said Firm, its present & future partners, their respective heirs, executors, administrators and assigns) .....**of the One Part**

### AND

#### **1.MR. CLIENT**

Age    Years, Occupation –

**PAN No. :**

**Adhar No.**

**ADDRESS**

Hereinafter referred to as "**the Allottee**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include the Purchaser alone and permitted nominee / assigns but in case of death of Allottee the said expression shall mean and include his/her/their heir/s executor/s and administrator/s and assigns) .....**of the Second/Other Part**

### AND

The Promoters herein are the owners of all that piece and parcel of land    out of land totally admeasuring Hectares 0.0272454 Aare bearing Gat CTS. 138 TO 141, RAHATANI, PUNE

The above said owner is in occupation and possession of the property and they have every right, title, interest and absolute ownership of the said property and the same is declared as Residential Zone by the Town Planning Authority Pune and same is more particularly described in the **First Schedule** respectively written hereunder. Owner has every right and authority to give the said land for development to any party as per their wishes.

- a) **AND WHEREAS** The .\_\_\_\_\_ i.e.Promotor purchas C.T.S.No. 138 to 141 Rahatani Admeasuring Area\_\_\_\_\_. from Mr. \_\_\_\_\_ to by registered Sale Deed, which has been registered before the Sub-Registrar Haveli at Serial No. \_\_\_\_\_, dated \_\_\_\_\_and consent given by \_\_\_\_\_ and name the Promotor come to the 7/12 extract by mutation entry no. \_\_\_\_\_.
- b) **AND WHEREAS**, by virtue of the abovementioned Sale Deeds the Promoter / Developer Mr.Netaji Chivare, have become the absolute owner of the said lands and are in actual, vacant and peaceful possession thereof.
- c) **AND WHEREAS** the Promoter / Developer herein being owner of the said lands have absolute authority to develop the said lands and to construct and allot / sell Flats / Units, terraces, parking/s etc. in the building/s to be constructed or being constructed on the said property and to entered into an Agreement /s with the Allottee of the Flats / units and to receive sale price and to give valid receipts thereof.
- d) **AND WHEREAS**, the Allottee demanded from the Promoter / Developer and the Promoter / Developer has given inspection to the Purchaser of all the documents of title relating to the said property, development Agreement/s, Power of Attorney/s, the plans, designs and specifications prepared by the Promoter's / Developer's Architect Shashank Revanawar and the R. C. C. Consultants Sagar Jagadale and Associates., and such other documents as are specified under the Maharashtra Ownership Flats ( Regulation of the Promotion, Construction, Sale Management, and Transfer) Act, 1963, (hereinafter referred to as 'the said Act') and rules made there under.
- e) **And Whereas**, the promoters alone have full and exclusive rights to sell / lease / license the Flat / Shop / Office / Parking / Terraces / Tenements / Garden / Godowns / etc. in the said building(s) to be constructed by the promoters on the said property and to enter into agreements with the proposed purchasers of the Flats / Shop / Office / Parking / Terraces / Tenements / Garden / Godowns / etc. and receive the consideration amount in respect thereof.
- f) **AND WHEREAS** the Promoter / Developer has got approved plan of the said properties bearing C . T.S. No. 138 to 141, Village Rahatani within the PCMC Pune Taluka Haveli and more particularly described in Schedule written hereunder under **Commencement Certificate No. BP/RAHATANI/32/2018 C.T.S No. 138 TO 141 /No.3272/2016 Dated \_\_\_\_\_**, from the concerned authorities of PCMC.
- g) **AND WHEREAS** the Promoter / Developer has got approved from the concerned local authority the plans, elevations, section and details of the said building/s to be constructed on the said lands

excluding the area falling under road, vide **Commencement Certificate No. BP/RAHATANI/32/2018 C.T.S No. 138 TO 141 /No.3272/2016 Dated \_\_\_\_\_**, from the concerned authorities of PIMPRI CHINCHAWAD MUNICIPAL CORPORATION (PCMC) and the Promoter / Developer has right to get the Commencement Certificate duly approved under the revised plans by utilizing balance F. S. I. and T. D. R. as per the Rules of Pune Metropolitan region development Authority;

- h) **AND WHEREAS**, the Promoter / Developer has also obtained non agricultural use order (N. A. Order) from the Sub-Divisional Officer Haveli, Pune bearing No. \_\_\_\_\_ to use the area out of the said lands / property for construction of building /s thereon excluding the area falling under road.
- i) **AND WHEREAS**, while sanctioning the said Plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter / Developer while developing the said property and the said building / s and upon due observance performance of which only the completion and occupation certificate in respect of the said building / s shall be granted by the concerned local authority, i.e. PIMPRI CHINCHAWAD MUNICIPAL CORPORATION (PCMC).
- j) **AND WHEREAS** the Promoter / Developer has got approved plan of the said properties bearing **C.T.S No. 138 TO 141**, Village Rahatani within the PCMC Pune Taluka Haveli and more particularly described in Schedule written hereunder under **Commencement Certificate No. BP/RAHATANI/32/2018 C.T.S No. 138 TO 141 /No.3272/2016 Dated 31/03/2018**, from the concerned authorities of PIMPRI CHINCHAWAD MUNICIPAL CORPORATION (PCMC).
- k) **AND WHEREAS** the Promoter / Developer has got approved from the concerned local authority the plans, elevations, section and details of the said building/s to be constructed on the said lands excluding the area falling under road, vide under **Commencement Certificate No. BP/RAHATANI/32/2018 Dated 31/03/2018**, from the concerned authorities of PIMPRI CHINCHAWAD MUNICIPAL CORPORATION (PCMC) and the Promoter / Developer has right to get the Commencement Certificate duly approved under the revised plans by utilizing balance F. S. I. and T. D. R. as per the Rules of Pune Metropolitan region development Authority;

**And Whereas** the Promoter is in possession of the project land

**And Whereas** the Promoter has proposed to construct building known as "**Lilium Classic**" of **Ground plus four Upper Floors**, on the said land described in **Schedule-"I"** written hereinunder as per the plans of layout as approved by the concerned local authority i.e. the Competent Authority established under the MRTP Act 1966 and which Floor plans are more particularly annexed hereto as **Annexure - "E"**.

**And Whereas** the Allottee is offered a **Flat bearing No. \_\_\_\_** on the **\_\_\_\_\_ Floor**, ( herein after referred to as the said "**Flat**") in the **Building** situated in housing project known as "**Lilium Classic**" (herein after referred to as the said "**Building Project**") being constructed on the the said land, by the Promoter;

**And Whereas** the Promoter has entered into a standard Agreement with an Architect **Mr. Shashank Revanawar** 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** Sagar Jagadale and Associates 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** the Promoters have appointed the **legal advisor Adv. DEEPAK P. SUHANDA**, who investigated the title to said Property and has granted the Title Certificate to the said scheme and same, is annexed herewith at **Annexure "B"**

**And Whereas** by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of the Flats to receive the sale consideration in respect thereof;

**And Whereas** on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **Promoter's Architects Mr. Shashank Revanawar** Registered with the Council of Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**And Whereas** the authenticated copies of **Certificate of Title** issued by the advocate of the Promoter, authenticated copies of Property card or extract of **Village Forms VI and VII and XII** or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flats 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 Building as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure "C"**.

**And Whereas** the authenticated copies of the **Specifications** of the Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "D"**

**And Whereas** the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and has obtained the approvals

from various authorities from time to time, and has obtained the Building Completion Certificate or Occupancy Certificate of the said Building from the concerned authorities vide **Commencement Certificate No. BP/RAHATANI/32/2018 Dated 31/03/2018`**.

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

**And Whereas** the Promoter has accordingly completed the construction of the said Project/building/s in accordance with the said proposed plans.

**And Whereas** the Promoter after complying with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing / developing the said project, has accordingly completed the construction / development of the same.

**And Whereas** the Allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plan by the respective competent authority and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.

**And Whereas** the Allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any condition that has been imposed on the said project / building / phase / wing which are contrary to the prevalent laws, rules / regulations under which sanctioned plans have been given shall not be binding on the Allottee and that the Allottee shall not hold the Promoter responsible for such contrary conditions.

**And Whereas** the Allottee has independently made himself aware about the specifications provided by the Promoter and he/her/they is/are aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same & been annexed & marked as **Annexure "D" \_\_\_\_\_**

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority and the registration certificate has been annexed and marked as **Annexure "F"**

**And Whereas** the Allottee has been shown the conditions of the contracts with the Vendors / Contractors / Manufacturers and workmanship and quality stands of product of fittings and fixtures as agreed between the Promoter and the Vendor and independently verifying the same the Allottee has agreed to the same as conditions mentioned in these contracts and that the Allottee agrees to abide by the same failure of which shall absolve the Promoter to that extent.

**And Whereas** the carpet area of the said Flat is \_\_\_\_\_ **Square Meters** and "carpet area" means the **net usable floor area** of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal walls of the Flat.

The Promoter has registered the said project/building with RERA authorities vide Registration Certificate bearing No.: \_\_\_\_\_ dtd: \_\_\_\_\_ This Agreement is subject to the provisions of the RERA 2017 and the form of the agreement stipulated therein subject to the terms herein contained will be applicable to the transaction between the parties and on registration of the Scheme under the RERA if Promoter be advised to execute the agreement with the Purchaser herein as per the form stipulated under RERA subject to changes as per the scheme of the Promoter then the same will be executed by and between the parties herein as a Supplementary to this agreement and will be registered."

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

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

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

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

**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 **Ground plus and Four Upper Floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. 205**\_\_\_ of the type – Residential of carpet area admeasuring \_\_\_ sq. metres on \_\_\_ floor in the building known as '**Lilium Classic**' (hereinafter referred to as "**the Flat**") as shown in the Floor plan thereof hereto annexed and marked **Annexure- "E"** for the totalt consideration of **Rs. 0000000/-**.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, **Flat bearing No. 000** situated on the \_\_\_ Floor being constructed in the building known as "**Lilium Classic**" for the lump-sum consideration of **Rs.00,00,000/-**.

1(b) The total aggregate consideration amount for the Flat is thus **Rs. 00,00,000/-**.

1(c) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Flat;

1(d) The Total Price above excludes Stamp Duty, Registration Fee, Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied/applicable.

1(e) **GST - 12% i.e. Rs.0,00,000/-** will paid by the purchaser within 30 days from registration of this agreement.

1(f) The Promoter shall periodically intimate to the Allottee about the amount payable as per the **Payment Plan** and the Allottee shall make payment within 15 (Fifteen) days from the date of such written intimation.

The Flat Purchaser/s shall make all the payments to the Promoter by Demand Draft only or by local cheques drawn in the name of **M/S. SKETCH ART BUILDERS AND DEVELOPERS, A/C No. 336805000512** If the Flat Purchaser/s makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoter and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last instalment shall be made by D.D or by local cheques & the possession of the said flat shall only be handed over after the amount is realized and credited by the drawee bank.

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ instalments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Purchaser to abide by the above payment schedule only and it will not be altered by the Purchaser. The Purchaser shall liable & bound to pay all the amount of instalments within 15 days from the date of receipt of the demand Letter of instalment by the Promoter. The Purchaser shall make all the payments to the Promoter by Demand Draft only or by local cheques . If the

Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank. Payment of any instalments if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

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 Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments at amount mutually decided by the parties hereto for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the 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 Flat to the Allottee, has obtained from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

**2.2 Time is essence for the Promoter as well as the Allottee.** The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them 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 **272.45 square meters** only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing any three defaults of payment of installments, the Promoter shall at his own option, **may terminate** this Agreement:

Provided that, Promoter shall give notice of **fifteen days** in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. interest paid by the Promoter to the Project Banker / Financial Institution for the project finance 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 Flat which may till then have been paid by the Allottee to the Promoter.

5. The Promoter shall give **possession** of the Flat to the Allottee on or before **30<sup>th</sup> day of December 2020**. If the Promoter fails or neglects to give possession of the Flat to the Allottee on account of reasons beyond

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

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) delay in issuing the Occupancy / Completion Certificate on the part of appropriate Planning Authority.
- (iv) The Purchaser/s committing any default in payment of installment as mentioned hereinabove.
- (v) Any extra work to be carried out in the said Flat/Flat as per the requirement and at the costs of Purchaser/s.
- vi) Delay in grant of any NOC/permissions/licenses/connections/ installation of any services such as lifts, electricity, water connections and meters to the Scheme FLAT/Flat, road NOC etc.
- vii) Death and/or permanent disability of key representative of the Developer.

**7.1 Procedure for taking possession** - The Promoter, obtaining the occupancy/completion certificate from the competent authority and then subject to the payment to be made by the Allottee as per the agreement, the Promoter shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

**7.2** The Allottee shall take possession of the Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Flats are ready for use and occupancy:

**7.3** Failure of Allottee to take Possession of the said Flat: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Flat 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 Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

9. The Allottee along with other Allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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 co-owners in the said structure of the Building or wing in which the said Flat is situated.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) 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 Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional yearly contribution @ rate of **Rs. 2/-** per Sq. Ft. of the area of the said Flat, per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs. 750/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. 10,000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

11. The Allottee shall pay to the Promoter a sum of Rs. Nil for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### **13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the 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 and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the 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 Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and 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.
- xii. The Allottee/s is/are aware that water is available through natural resources and which is made available to the citizen by the concerned local authority i.e. Municipal Corporation / Grampanchayat or any other like authority established under the law. There is a shortage / shortfall for providing the water and due to certain restrictions local authority (Municipal Council / Grampanchayat) may not be able to supply adequate drinking & potable water throughout the year. In that case until the conveyance of the respective building / wing and subject to Clause No. 10(v) hereinabove, the Promoter will help the unit Allottee/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. However all cost thereto shall be borne by the respective Allottee/s and their organization and Promoter shall not be liable to bear the cost for providing water to the building/s. The Water Supply will be common for the entire Building / Phase / Society & which will be distributed by the society to the unit Purchaser/s. The individual unit Purchaser/s shall not be provided with independent water connection. However same shall be obtained through the common water storage available through overhead water tanks in the respective building. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements. It is further clarified that the Promoter is helping to provide the water and same will be made available through prepaid water meter facility and the cost of such prepaid water meter or water tankers & water charges shall be borne by each unit Allottee/s and/or society as per actual.

xiii. The Allottee/s, their legal heirs, the proposed Co-Operative Housing Society / Flat Condominium or Limited Company as the case may be hereby agrees, accept that there is an easementary right of adjoining plot owner for common road on Southern side of the Plot.

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

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

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

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority including but not limited to the claims made by the adjoining Allottees or Allottees on the Upper & Lower Floor for damages cause due to internal repairs and resulting into any damage as provided in Clause No. 14(iv) mentioned hereinunder.

iv. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat 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 Flat without the prior written permission of the Promoter and/or the Society or the Limited Company and any breach and violation by the Allottee/s or any person

acting on behalf of the Allottee/s in this regard the defect liability as contemplated under Clause No. 7.4 of this Agreement mentioned hereinabove the Promoter or any such person working under the Promoter by whatever name called shall not be liable for any amount of compensation or reimbursement for damages or expenses cause to be incurred by the Allottee.

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 Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium 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 Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Condominium/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Condominium/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat 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 said **Flat No. 203** 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 Flat.

#### **18. BINDING EFFECT**

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

#### **19. ENTIRE AGREEMENT**

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



## **20. RIGHT TO AMEND**

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

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

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

## **22. SEVERABILITY**

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

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

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

## **24. FURTHER ASSURANCES**

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

## **25. PLACE OF EXECUTION**

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

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

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

**1. MR. Client**

ADD :

Email ID:

**2. MR. Client**

R/at :

Email ID:

**M/S. SKETCH ART BUILDERS**, a Proprietary Firm, having its registered office at Office and place of business

at: C.T.S.No.138 to 141,Taluka Haveli, Dist. Pune.

Email ID: [shashank.ska@gmail.com](mailto:shashank.ska@gmail.com)

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

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (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 Pune courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Pune in presence of attesting witness, signing as such on the day above written.

**SCHEDULE – I**  
**(Description of the Property)**

All that piece and parcel of the Property bearing **C.T.S. No. 138 to 141** totally admeasuring about **272.45** sq. mtrs. situate at Mouje Rahatani, Taluka – Haveli, Dist. – Pune, within the limits of PCMC Pune and within registration Sub District Taluka Haveli and Registration District of Pune, ( The said properties are amalgamated by the concerned authorities of Pimpri Chinchawad Municipal Corporation (PCMC) **Commencement Certificate No. BP/RAHATANI/32/2018 Dated 31/03/2018**, and the said amalgamated property is being bounded on its four sides as under. –

On or towards –

East	-	By C.T.S No. 142.
West	-	By 9 Mtr. D.P. Road
South	-	By 9 Mtr. D.P. Road
North	-	Open Plot

Along with all easement, hereditaments and other annexed rights.

**SCHEDULE – II**  
**(Description of the Flat)**

All that piece and parcel of the premises bearing Flat No. \_\_\_\_\_, on \_\_\_\_\_ floor and along with adjoining terrace admeasuring about Carpet area \_\_\_\_\_ Sq. ft. i.e. \_\_\_\_\_ Sq. Mtrs , building Known as 'Lilium Classic', being constructed on the property more particularly described in Schedule –I mentioned hereinabove. The said Flat / Unit is shown on the floor plan annexed hereto in red colour boundary line. The area of the flat / unit is approximate.

Signed, Sealed and Delivered by

Within named Promoters / Developers :-

**MR. NETAJI CHIVARE**

**Proprietor of M/S SKETCH ART BUILDERS,**

**Owner / Promoter / Developer**

Signed, Sealed and Delivered by

Within named Purchaser/s

1.MR. CLIENT

2.MR. CLIENT

PURCHASERS

WITNESSES

1. Sign :

Name :

Add :

2) Sign :

Name:

Add :

ANNEXURE – “D”

SPECIFICATIONS

<u>R. C. C. STRUCTURE</u>	:	<u>Earthquake Resistant R. C. C. Structure</u>
<u>MASONARY</u>	:	<u>External and Internal wall-fly ash block or clay bricks.</u>
<u>PLASTERING</u>	:	<u>External : Sand faced plaster/ Artificial Sand</u> <u>Internal : POP finish for walls and grooves on top of the skirting</u>
<u>DOORS</u>	:	<u>1. Decorative main entrance door with good quality night latch, safety chain, tower blot, magic eye and</u>

attractive handle.

2. All internal rooms doors will be both side laminated Flush Doors with Cylindrical mortise type locks.

3. Granite/marbles frames to all toilets.

<u>FLOORING</u>	:	<u>1. Light colored vitrified tiles of 600mm X 600mm in all rooms</u> <u>2. Antiskid ceramic tiles of 300mm X .0300mm in toilets and terrace</u> <u>3. Designer ceramic tile dado in bathroom and kitchen.</u>
<u>PAINTING</u>	:	<u>1. External: weatherproof Asian paints Apex Paint.</u> <u>2. Internal: Asian paints Tractor Acrylic Distemper Paints.</u>
<u>WINDOWS</u>	:	<u>Aluminum Powder coated sliding window with mosquito net.</u>
<u>ELECTRIFICATION</u>	:	<u>1. All the electric wiring work will be done as per the norms.</u> <u>2. MCB and ELCB of reputed brand and copper wiring</u> <u>3. Adequate points with latest modular switches of reputed brand</u> <u>4. TV and Telephone points in living room and Bedroom</u>
<u>KITCHEN PLATFORM</u>	:	<u>1. Black granite kitchen platform comprising of cooking and serving platforms.</u> <u>2. Stainless steel sink of reputed brand</u> <u>3. Designer ceramic tile dado.</u>
<u>PLANNING AND ELEVATION</u>	<u>:</u>	<u>1. Planning with plenty of light and ventilation in each rooms</u> <u>2. Minimum wastage space with proper co-ordination of all rooms.</u> <u>3. Exquisitely designed elevation features.</u>
<u>COMPOUNDED WALL AND</u>	:	<u>1. Designer new compound wall with</u>

## GATES

Sufficient electric points.

2. Attractive M.S. main gate for safety.

## PLUMBING

- : 1. All the plumbing pipes. Fixtures and fittings

Strictly as per is norms..

2. CP plumbing fixtures in all toilets with white

Color sanitary ware of reputed Brand

3. Plumbing points will comprise of wall mix,

Shower, taps and aqua guard point.