

**AGREEMENT TO SELL**

**THIS AGREEMENT TO SELL** is made and executed on this \_\_\_\_\_ day of month of \_\_\_\_\_ in the year Two Thousand and Twenty \_\_\_\_, at \_\_\_\_\_.

**BY AND BETWEEN**

**MOHAR OMKAR ASSOCIATES LLP**

A registered Limited Liability Partnership,

Having its Office at: -----

PAN: -----

Through its Authorised Signatory

**MR.** -----

Age: ----- years, Occupation: Business.

Hereinafter referred to as **“OWNER/ DEVELOPER/PROMOTER”** (which expression unless repugnant to the context or meaning thereof shall mean and include the said LLP, its present and future partners, executors, administrators, agents, managers and assigns, etc.)

**...PART OF THE FIRST PART**

**AND**

**<Applicant 1>** \_\_\_\_\_

Age: \_\_\_\_ years, Occupation: \_\_\_\_\_

Residing At : \_\_\_\_\_

PAN : \_\_\_\_\_

**<Applicant 2>** \_\_\_\_\_

Age: \_\_\_\_ years, Occupation: \_\_\_\_\_

Residing At : \_\_\_\_\_

PAN : \_\_\_\_\_

Hereinafter called “**THE PURCHASER/S, OR ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators, successors and assigns etc.)

**...PARTY OF THE SECOND PART**

**WHEREAS**

- A) **DESCRIPTION OF THE SAID LAND:-** The Promoter i.e M/s. MOHAR OMKAR ASSOCIATES LLP acquired ownership of the land bearing Survey Number 99/1 admeasuring area 710 sq meters (out of totally admeasuring 710 sq meters), Survey Number 99/2 admeasuring area 4,220 sq meters (out of totally admeasuring 4,220 sq meters), Survey Number 117/4 (part) admeasuring area 580 sq meters (out of totally admeasuring 6,200 sq meters), Survey Number 118/3 admeasuring area 1,980 sq meters (out of totally admeasuring 1,980 sq meters), Survey Number 118/4 (part) admeasuring area 5,200 sq meters (out of totally admeasuring 6,500 sq meters), Survey Number 119 admeasuring area 4,320 sq meters (out of totally admeasuring 4,320 sq meters), Survey Number 120/1 admeasuring area 2,960 sq meters (out of totally admeasuring 2,960 sq meters), Survey Number 120/2 admeasuring area 2,830 sq meters (out of totally admeasuring 2,830 sq meters), Survey Number 120/3 admeasuring area 660 sq meters (out of totally admeasuring 660 sq meters), Survey Number 122/2 (part) admeasuring area 833 sq meters (out of totally admeasuring 1,090 sq meters) and Survey Number 122/4 admeasuring area 2,470 sq meters (out of totally admeasuring 2,470 sq meters), i.e totally admeasuring 26,763 sq meters at Village Ambadvet, Taluka: Mulshi, District: Pune more particularly described in ‘**Schedule I**’ written hereunder (hereinafter called and referred to as ‘**said land**’ for the sake of brevity and convenience) from various owner vide various sale deeds.

The said land is mortgage to Prachay Capital Pvt Ltd vide Mortgage Deed dated 11.03.2024 which is registered in the office of Sub Registrar Office Mulshi under Serial No. 6362/2024.

The Promoter herein obtained sanctioned layout plan of the said land from the Pune Metropolitan Region Development Authority, Pune, vide three orders dated 16/04/2024 bearing number BMU/Mouje. Ambadvet/S No. 120P and 122P/ Letter No. 577/23-24/406, dated 16/04/2024 bearing number BMU/Mouje. Ambadvet/S No. 119P, 99/1 and 99/2 / Letter No. 576/23-24/407 and dated 16/04/2024 bearing no. BMU/Mouje. Ambadvet/S No. 117/4, 118/3, 118/4/ Letter No. 578/23-24/408 (hereinafter referred to as “**sanctioned layout plan/s**”). In furtherance of the aforesaid sanctioned layout plan the said land is divided into plots;

The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing Certificate No. \_\_\_\_\_;

**B) Title Certificate:** The title of the owner/ promoter/ developer is duly verified through their advocate and has certified that the title of the present owner/developer/promoter is clean clear and free from all encumbrance except the mortgage created in favour of Prachay Capital Pvt Ltd as mentioned hereinabove, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as **Annexure A**

**C) EXCLUSIVE RIGHT TO SELL AND DEVELOP:** In the circumstances, the Owner/Developer/ Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting on the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreement for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/ Developer Promoter has applied for

and is granted due registration under the provisions of the Real Estate (Regulation and Development] Act, 2017, and the same is attached hereto as **Annexure F**.

**D) PURCHASER/S AGREES TO ACQUIRE :** The Purchaser, after satisfying himself as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion **Annexure A** and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. .... as specified in Schedule II written hereinafter [*for the sake of brevity referred to as the "said Plot"*]. The Purchaser/s has/ have agreed to acquire said Plot bearing number ----- admeasuring about \_\_\_\_\_ sq meters, at or for the consideration and on the terms and conditions set out hereinafter. The said Plot is more particularly described in the SCHEDULE II hereunder written and marked in Red on the Plan annexed hereto

**E) INSPECTION OF TITLE DOCUMENTS /PLANS / LAYOUTS:** The Purchaser/s has/ have demanded from the owner/Developer/Promoter and the owner/Developer/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

**F) INDEPENDENT VERIFICATION OF TITLE BY PURCHASER:** The Purchaser/s has/have, before the execution hereof, had the title of the Owner/Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself/themselves that the same is free from all encumbrances, and is clear and marketable except as mentioned in present Agreement.

**G) CONSIDERATION:** After being satisfied with the Title as above, the Purchaser/s herein made an offer to the Promoter herein to purchase the

said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. ----- (Rupees \_\_\_\_\_ Only) *vide* Cheque No. .... dated ..... drawn on ..... Bank, ..... Branch being the part payment out of the lump sum total Sale-price of Rs. .... [Rupees ..... Only] against and in consideration of the said Plot agreed to be sold by the Owner/ Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser/s has agreed to pay to the Owner/Developer/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the hereunder written, and which payment is deemed to be the essence of these presents.

**NOW THESE PRESENTS WITNESSETH AHD IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1. PURCHASE AND SALE OF THE PLOT:-**

The Purchaser/s has/have agreed to acquire and Owner/ Developer/ Promoter has agreed to sell the said Open Plot No. ...., admeasuring ----- sq.meter, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the Schedule II hereunder written

The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the **Annexure E**, hereunder written

**2. CONSIDERATION**

**2.1. LUMSUM CONSIDERATION AND EXCLUSION**

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have

agreed to purchase from the Owner/Developer/Promoter the said open Plot at or for the mutually agreed lump sum consideration of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the Purchaser/s shall make the payment of the same in the name of "**MOHAR OMKAR ASSOCIATES LLP** " or such other name as may be specified from time to time by the Owner/Developer/Purchaser; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified

The Purchaser/s herein shall pay the aforesaid agreed consideration of **Rs.** \_\_\_\_\_ **(Rupees \_\_\_\_\_)** to the Owner/Developer/Promoter in the following manner :

<b>Sr. No</b>	<b>Amount</b>	<b>Date</b>	<b>Particulars</b>
1	Rs		By Cheque Number ----- Drawn on ----- Bank
2	Rs		By Cheque Number ----- Drawn on ----- Bank
3	Rs	On or Before _____	On or before ----- date
4	Rs	On or Before _____	On or before ----- date
5	Rs	On or Before _____	Balance of the Consideration Payable on or before _____.
	<b>Rs.</b>		<b>TOTAL</b>

The said consideration excludes development charges and infra charges with respect to the common areas and roads of the said land and any other charges which are separately mentioned herein in this agreement and the same shall be payable separately by the Purchaser/s to the Owner/Developer/Promoter.

The above referred said consideration amount is against the area of the plot of land purchased by the Purchaser/s from the

Owner/Developer/Promoter. The said consideration excludes services obtained by the Purchaser/s towards development charges, common infrastructure, and all other charges which shall be separately payable by Purchaser/s to the Owner/Developer/Promoter (hereinafter referred to as "said Infrastructure Charges"). The said Development charges and Infrastructure Charges shall be Rs 3,50,000 (Rupees Three Lacs Fifty Thousand only) plus GST and the same shall be payable within 15 days from the date of demand letter sent by the Owner/Developer/Promoter to the Purchaser/s.

The Purchaser/s shall pay to the Owner/Developer/Promoter all expenses which includes all professional fees, drafting fees advocate fees, legal costs, charges for the registration agreement to sell, sale deed, charges for creation of mutation entry in furtherance of on 7/12 extract and expenses including professional cost of the Attorney at law/Advocate of the Owner/Developer/Promoter in connection with formation of the said Society/ Common Body/ Federation and for preparing its rules, regulations and bye laws and the costs of preparing and engrossing the conveyance.

## 2.2. TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/ Developer/ Promoter before 31<sup>st</sup> December 2030 on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within fifteen days of the Owner/Developer/ Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule

## 2.3. DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER:

It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner/Developer/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Developer/ Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

#### 2.4. DELAYED IN PAYMENT OF CONSIDERATION BY THE PURCHASER:-

If the Purchaser/s fails to abide by the schedule and timeline for payment of consideration and other charges as mentioned in this agreement then the Purchaser/s agrees to pay to the Owner/Developer/ Promoter interest as specified in the RERA Rules, on all the delayed payment/s, which becomes due and payable by the Purchaser/s to the Owner/Developer/ Promoter under the terms of this Agreement along with Infrastructure, Development Charges and Miscellaneous work charges with respect to the said plot and any other charges as agreed to be payable by the Purchaser/s to the Owner/Developer/ Promoter from the date of said amount becomes due to be payable by the Purchaser/s to the Owner/Developer/ Promoter until the same is actually paid.

Without prejudice to the right of Owner/Developer/ Promoter to charge interest in terms above, on the Purchaser/s committing



default in payment on due date of any amount due and payable by the Purchaser/s to the Owner/Developer/ Promoter under this Agreement or under any other agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payments of any installments, the Owner/Developer/ Promoter shall at his/her own option, may terminate this Agreement. It is clarified that if any installment is overdue by 30 days from the due date shall be considered as one default and if is overdue by 90 days shall be considered as three defaults of installment. Further even if three separate installments is delayed by 30 days then it shall also be considered as three defaults of installments.

PROVIDED that the Owner/Developer/ Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post A.D. at the address provided by the Purchaser/s or mail at the email address provided by the Purchaser/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Owner/Developer/ Promoter within the Period of notice then at the end of such notice period the Owner/Developer/ Promoter shall be entitled to terminate this Agreement.

PROVIDED further that upon termination of this Agreement as aforesaid, the Owner/Developer/ Promoter shall refund to the Purchaser/s (subject to adjustment and recover of at agreed liquidated damages of 10% of the said consideration along with the interest on delayed payment, applicable GST or any other taxes thereon and any other amount which may be payable to Owner/Developer/ Promoter). Provided that The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also the GST or any other taxes paid till date of such termination on the instalments shall not be taken into account while calculating

the amounts paid by the Purchaser/s to the Owner/Developer/ Promoter, and the Owner/Developer/ Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim simplicitor on the Owner/Developer/ Promoter for refund of all such amounts due to the Purchaser/s from the Owner/Developer/ Promoter.

### **3. MAINTENANCE OF THE PLOT/LAYOUT**

Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/themselves to pay to the owner/Developer/Promoter, charges for common service.

The Purchaser/s herein shall pay to the Owner/Developer/ Promoter, nonrefundable maintenance charges of Rs ----- per month per sq meter plus GST collectively in advance for a period of 24 months towards temporary maintenance charges, prior to grant of possession of the said plot by the Owner/Developer/ Promoter to the Purchaser/s. The said advance shall be utilized for the common maintenance including but not restricted to common security, common electricity, cleaning, water charges and other common areas and amenities.

It is hereby agreed that the Owner/Developer/ Promoter shall maintain the project only out of the advance received from the Purchaser/s and also the Owner/Developer/ Promoter have the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days.

Without prejudice to the above covenants, in the event of the Owner/Developer/ Promoter or Ultimate Organization, finds that the aforesaid maintenance is insufficient for maintaining the project, the Purchaser/s shall be liable to bear, pay and contribute such additional charges as may be levied and demanded by the Owner/Developer/ Promoter or the Ultimate Organization. Failing which, the

Owner/Developer/ Promoter shall be entitled to discontinue the maintenance.

The Owner/Developer/ Promoter or Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Purchaser/s, without prejudice to the other rights and powers of the Owner/Developer/ Promoter or Ultimate Organization.

#### **4. FORMATION OF FINAL BODY OF PURCHASERS**

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% Purchaser/s form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative society act, 1960 or such other body as may be deemed fit by the Owners/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

#### **5. NO RIGHTS TO DEMAND SUB-DIVISION**

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules and regulations and bye-laws.

#### **6. UNSOLD PLOTS**

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/ Developer /Promoter of all the plots on the said Land, then in such case, the Owner/Developer/ Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

#### **7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER/ PROMOTER:-**

The Promoter hereby represents and warrants to the Purchaser/s as follows:-

- 7.1. The Promoter has clear and marketable title with respect to the project land/Plot; 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; The promoter has also obtained the necessary N.A. permission from competent authority;
- 7.2. The Promoter has lawful rights and obtained 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;
- 7.3. There is no no encumbrance upon the Project land or the Project except mortgage in favour of Prachay Capital Pvt Ltd which is also disclosed in title report;
- 7.4. 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; there are no prohibitory order for transfer at the said plot;
- 7.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said plots 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 layouts 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, and common areas
- 7.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;

- 7.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or third party with respect to the project land, including the Project and the said Plot which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- 7.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Purchaser/s in the manner contemplated in this Agreement;
- 7.9. The Promoter has duly paid and shall continue to pay and discharge undisputed government 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
- 7.10. 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
- 7.11. The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra

**8. SPECIFIC COVENANTS BETWEEN PARTIES HERETO :-**

- 8.1.** The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity Transformer and as per norms of Maharashtra Electricity Distribution Company Limited (MEDCL) and accordingly an application & necessary payment, MEDCL installed the require capacity transformer with necessary electricity supply cables for each building of the Said Project on the Said Land. For each building for installation of energy meter sufficient space will be provided and for each apartment separate energy meter will be installed and accordingly for ' \_\_\_\_\_ ' as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Diesel Generator Backup is provided for

‘\_\_\_\_\_’. It is specifically disclosed by the Promoter that, though the Promoter has provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee with due diligence accepted the aforesaid disclosure.

**8.2.** The Promoter herein has informed and disclosed to the Allottee/ Purchaser herein that, Said Land is within the periphery of PMRDA, Pune and in light of provisions of the Maharashtra Regional and Town Planning (MRTP) Act, 1966 and Development Control Rules applicable for the aforesaid Authorities, the Promoter herein obtained water lifting permission from water resources department Government of Maharashtra for ‘\_\_\_\_\_’ and connect the such water connections for water storage tanks as per sanctioned plan and from such water storage tank proper water connection in each plot in the project will be connected. The Promoter further specifically disclose that, in addition aforesaid water provision, the Promoter will have the water survey within Said Land from the concerned expert have \_\_\_\_\_ bore wells and installed separate sub-miscible pumps and laid down the water lines upto the water storage tanks provided in the Said Project as per sanctioned plans and further from such storage tanks to the each plot in the building. The Promoter further specifically disclose that, though the Promoter, providing water as aforesaid by adopting aforesaid method, if the water supply available out of that method is found insufficient for the occupants in the Said Project, then additional required water supply has to be procured by the Occupants/Allottees at their cost through the Said Society.

**8.3.** The Promoter herein to disclosed and provided to the Allottee for inspection copies of demarcation plan, layout and plan as well as sanction layout plan and further disclosed that, balance sanction in light of Commencement Certificate (CC) presently received from PMRDA and further, in light of Said Project on the Said Land & revise CC which will be received from PMRDA, further layout plan for Said Project will not be change and Promoter will obtain the same in due course for utilizing all types of buildable potential of the Said Land as per Development Control Rules as applicable from time to time for the Said

Land till the completion of all projects on the Said Land in all respect by receiving full and final completion certificate.

**8.4.** The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter & Consenting Party and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.

**8.5.** In light of development of Said Project and various permissions, D.C. Rules etc. with compliance of its conditions, the Promoter herein as stated hereinabove has to provide rain water harvesting, Sewerage/ Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), photo-voltaic lights/panels, ventilation devices, firefighting system/ equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc., if any and accordingly the Promoter will comply the same. However, after receiving completion certificate and after conveyance of as stated in Clause No.\_\_\_\_\_ of the main Agreement, buyers of the respective plots and respective Co-operative Housing Societies as stated in Clause No.\_\_\_\_\_of the main Agreement, have to continue to maintain, upgrade, run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and for the same Allottee agrees to contribute to costs involved in these processes on prorata basis or as decided by the concerned societies. The Allottee will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of Allottee or the concerned society, to comply with the required laws and procedures for obtaining consents,

certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment/devices and processes.

**8.6.** In addition to the force major stated in clause number \_\_\_\_\_ stated in the main agreement the Promoter also entitle for the extension of time for giving delivery of Apartment, date stated therein on the ground of (i) War, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the real estate project. Natural calamity includes outbreak of a pandemic disease etc. (ii) Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction. (iii) The Allottee has / have committed any default in payment of installment as mentioned in Clause No.2 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Apartment, in terms of these present. (iv) Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.

**8.7.** In terms of Limited Liability Partnership Deed dated 12/05/2023 as agreed between all partners of the Promoter firm, Brinkinfra Ventures LLP & its partners shall comply all compliances under The Real Estate (Regulation & Development) Act, 2016 and rules made thereunder by Maharashtra and further order of directions etc. from RERA Authority of Maharashtra and further also responsible and comply, defect liability as stated this agteement on the contrary there is no liability and responsibility of The Real Estate (Regulation & Development) Act, 2016 and rules made thereunder by Maharashtra and further order of directions etc. from RERA Authority of Maharashtra upon the partners namely Mr. Bharat Suvalal Desadla, Mr. Vijay Nivrutti Gaware and Mr. Pankaj Ishwarlal Solanki.

**8.8.** After receiving the possession of the Said Plot, the Allottee herein for whatsoever reason desire to grant the use of the Said Plot to any third party on leave and license basis or otherwise, than he should have prior written consent of the Promoter till the formation of Society



and further copy of such instrument shall be handed over to the Promoter and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the Said Plot.

**8.9.** The Allottee herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee if consideration payable by the Allottee to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with Promoter's PAN then only the Promoter will acknowledge receipt of part consideration of Said Plot for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee, then Allottee herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee.

**8.10.** Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, etc. shall always be on the Allottee of the Said Plot and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee along with interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such

amount and the Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition.

- 8.11.** In the Said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.
- 8.12.** The Promoter herein may require to have project loan, from any financial institute including Nationalized or Co-operative Banks as the case may be for the Said Project by mortgaging the Said Land. The Promoter herein shall obtain necessary no objection letter from the said bank in respect of the Said Plot and handover the same to Allottee herein at the time of availing loan.
- 8.13.** If the Allottee desire to have the loan against the security of the Said Plot then, the Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the Said Plot and Allottee alone shall be liable to repay the same.
- 8.14.** After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Said Plot 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 herein who has agreed to purchase the Said Plot in pursuance of this agreement.

**8.15.** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Said Project ' \_\_\_\_\_ 'and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein and at the entrances of the Said Project. The Allottee or other plot holders in the Project or Society are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

**9. PAYMENT OF STAMP DUTY / REGISTRATION FEES / EXPENSES:**

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Developer/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Developer/Promoter in favour of the Association/condominium/ society of all Plot purchasers in the said project.

**10. 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 plot.

**11. FURTHER ASSURANCE:-**

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;

**12. ADDRESS FOR SERVICE:-**

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

Name of Purchaser/s

Purchaser/s Address: \_\_\_\_\_

Notified Email ID : \_\_\_\_\_

Promoter Name : - MOHAR OMKAR ASSOCIATES LLP

Promoter Address: \_\_\_\_\_

Notified Email ID : \_\_\_\_\_

It shall be the duty of the Purchaser/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser/s, as the case may be.

**13. DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**14. GOVERNING LAW:-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the ..... courts within whose local limits the property is situated will have the jurisdiction for this Agreement.

**SCHEDULE I**  
**(DESCRIPTION OF THE SAID LAND)**

All that piece and parcel of land bearing Survey Number 99/1 admeasuring area 710 sq meters (out of totally admeasuring 710 sq meters), Survey Number 99/2 admeasuring area 4,220 sq meters (out of totally admeasuring 4,220 sq meters), Survey Number 117/4 (part) admeasuring area 580 sq meters (out of totally admeasuring 6,200 sq meters), Survey Number 118/3 admeasuring area 1,980 sq meters (out of totally admeasuring 1,980 sq meters), Survey Number 118/4 (part) admeasuring area 5,200 sq meters (out of totally admeasuring 6,500 sq meters), Survey Number 119 admeasuring area 4,320 sq meters (out of totally admeasuring 4,320 sq meters), Survey Number 120/1 admeasuring area 2,960 sq meters (out of totally admeasuring 2,960 sq meters), Survey Number 120/2 admeasuring area 2,830 sq meters (out of totally admeasuring 2,830 sq meters), Survey Number 120/3 admeasuring area 660 sq meters (out of totally admeasuring 660 sq meters), Survey Number 122/2 (part) admeasuring area 833 sq meters (out of totally admeasuring 1,090 sq meters) and Survey Number 122/4 admeasuring area 2,470 sq meters (out of totally admeasuring 2,470 sq meters), i.e totally admeasuring 26,763 sq meters at Village Ambadvet, Taluka: Mulshi, District: Pune and within the limits of Zilla Parishad Pune and Panchayat Samiti Ambadvet, District Pune and which land is collectively bounded as follows:

East : Survey No. 98, 121  
South : Survey No. 140, 122/3, 141  
West : Public Road  
North : Survey No. 118/1, 118/2 and 118/4 (part), 100

**SCHEDULE II**  
**(DESCRIPTION OF THE SAID PLOT)**

All that piece and parcel of the Plot number ----- out of sanctioned layout of the said land situated at Village Ambadvet, within the limits of Zilla Parishad Pune and Panchayat Samiti Ambadvet, Taluka Mulshi and District Pune:

Name of the Project	:	<b>The Urbanbrick Vista Ph 1</b>
Plot No.	:	_____
Area of the said Plot	:	_____ <b>Sq meter</b> <b>i.e</b> _____ <b>Se feet</b>
Total FSI appurtenant to the said Plot	:	
Boundaries of the said Plot :		
On or towards the East	:	_____
On or towards the South	:	_____
On or towards the West	:	_____
On or towards the North	:	_____

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement to Sell on the day and date first mentioned hereinabove.

SIGNED, SEALED & DELIVERED

BY THE WITHIN NAMED OWNER/ DEVELOPER/ PROMOTER

**Mohar Omkar Associates LLP**

Through its Authorised Signatory

-----

SIGNED, SEALED & DELIVERED

BY THE WITHIN NAMED PURCHASER/S

1. \_\_\_\_\_

2. \_\_\_\_\_-

**In the presence of -**

1.   Signature   -  
      Name        -  
      Address     -

2.   Signature   -  
      Name        -  
      Address     -



## **ANNEXURES**

- Annexure A – Title Certificate
- Annexure B – 7/12 Extracts
- Annexure C – NA order and PMRDA order
- Annexure D – Authenticated copy of the approved layouts showing specific plot subject matter of these presents
- Annexure E – list of common areas and amenities and infrastructure to be provided under these presents
- Annexure F – Registration Certificate of the Project Granted by Real Estate Regulatory Authority

**ANNEXURE E – LIST OF COMMON AREAS AND AMENITIES AND  
INFRASTRUCTURE TO BE PROVIDED UNDER THESE PRESENTS**

**COMMON INFRASTRUCTURE TO BE PROVIDED ON THE  
SAID LAND**

Entrance Gate for entire project.  
Main Avenue roads in concrete  
Internal roads in concrete / tar / pavers  
Water connection  
Electricity connection  
Roadside landscape